



**Florida  
Power**  
CORPORATION

J. Bradford Hines  
Senior Counsel

**Federal Express**

*36p.*

February 27, 1996

Ms. Blanco S. Bayo  
Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

*960253-EU*

RE: Joint Petition for Approval of Territorial Agreement between  
Florida Power Corporation and the City of Newberry, Florida

Dear Ms. Bayo:

Enclosed for filing please find fifteen (15) copies of the Joint Petition for Approval of Territorial Agreement by Florida Power Corporation and the City of Newberry, Florida.

Please acknowledge receipt of the above filing on the enclosed copy of this letter and return to the undersigned in the stamped self-addressed envelope provided.

Thank you for your assistance.

Very truly yours,

*J. Bradford Hines*

J. Bradford Hines

*Map - Ekh 2*

*Forwarded to EAG*

JBH/lh  
Enclosure

cc: Scott Walker, Esq.

RECEIVED & FILED



FPSC-BUREAU OF RECORDS

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SERVICE COMMISSION

DOCUMENT NUMBER-DATE

*02151 FEB 28 96*

GENERAL OFFICE: 3201 Thirty-fourth Street South • P.O. Box 14042 • St. Petersburg • FL 33733-4042 • (813) 866-5716 • FAX (813) 866-4931



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FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint Petition for Approval)  
of Territorial Agreement. ) DOCKET NO:  
Florida Power Corporation, a )  
regulated utility and the City )  
of Newberry, Florida, a Florida )  
municipal corporation )  
\_\_\_\_\_ ) Submitted for Filing:

JOINT PETITION FOR  
APPROVAL OF TERRITORIAL AGREEMENT

Florida Power Corporation ("FPC") and the City of Newberry, Florida, a Florida municipal corporation ("Newberry") jointly petition the Commission for approval of a territorial agreement dated January 8, 1996 (the "Agreement"), entered into by and between FPC and Newberry, and in support thereof, say:

1. FPC is an electric utility and Newberry operates a municipal electric utility both of whose retail service territories are subject to the regulation of the Commission. FPC's principal place of business is located in St. Petersburg, Florida and Newberry's principal place of business is located in Newberry, Florida.

2. All notices and pleadings in this matter should be served upon the following:

FOR FLORIDA POWER CORPORATION

Mr. J. Bradford Hines  
Senior Counsel  
Florida Power Corporation  
Post Office Box 14042  
St. Petersburg, Florida 33733

FOR THE CITY OF NEWBERRY,  
FLORIDA

Scott Walker, Esquire  
527 East University Avenue  
Gainesville, Florida 32602

DOCUMENT NUMBER-DATE

02451 FEB 28 1996

FPSC-RECORDS/REPORTING

3. On January 8, 1996, FPC and Newberry entered into the Agreement in an effort to more accurately define the parties' respective retail service territories which are contiguous in many places. The Agreement provides expressly that it is contingent upon the subsequent approval of the Florida Public Service Commission. The parties have not previously entered into a territorial agreement with respect to the county covered by the Agreement.

4. The Agreement addressed in this Petition represents an effort by the parties to minimize costs to their respective customers by avoiding unnecessary duplication of generation, transmission or distribution facilities. Toward that end, the parties have established the territorial boundary line described in the Agreement to delineate their respective retail service territories, subject to the approval of the Commission.

5. The Commission is authorized by Section 366.04(2)(d), Fla. Stat., to approve and enforce territorial agreements by and between electric utilities. The Commission has promulgated Fla. Admin. Code Rule 25-6.0440 to implement this authority. The Commission has often recognized the wisdom of such agreements, and has held that such agreements, when properly presented to the Commission, are advisable in proper circumstances, and, indeed, in the public interest.

6. There are certain geographic areas where the parties more recently have had some concern as to which of them should provide electric service to customers requesting such service. These areas

are addressed in detail in the proposed Agreement. FPC and Newberry have discussed the provision of service to these areas and have reached tentative agreement, again subject to the approval of this Commission, as to which of the two utilities would be the most appropriate to serve the areas in question. Attached hereto as Exhibit No. 1 is a copy of the Agreement, which embodies the tentative agreement reached between the parties.

Effect on Existing Customers

7. Attached to the Agreement as Composite Exhibit "A" are maps defining the territorial boundaries which the parties seek to have the Commission approve in this proceeding. Attached hereto as Exhibit No. 2 is a copy of the General Highway Map for Alachua County deliniating the parties respective service territories.

8. Exhibit "B" of the Agreement identifies 39 customer accounts of FPC which are to be transferred to Newberry pursuant to the Agreement. Section 2.1 of the Agreement provides that these customers will be transferred to Newberry as soon as possible consistent with prudent utility practices. In any event, Section 2.5 of the Agreement provides that all transfers shall be completed within one year from the effective date of the Agreement.

9. Attached hereto as Exhibit 3 is a copy of the form of letter from FPC to its customers who will be affected by Commission approval of the Agreement.

Effect on Service

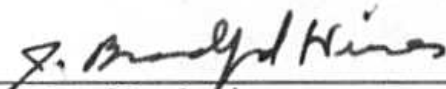
10. There is no reasonable likelihood that the Agreement will cause a decrease in the reliability of electric service to the

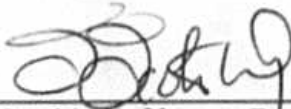
existing or future ratepayers of FPC or Newberry. The parties believe the provisions of the Agreement will help avoid future uneconomic duplications of facilities and prevent disputes and uncertainties.

11. Both parties believe that Commission approval of the Agreement would be consistent with the criteria set forth in Section 366.04 of Fla. Stat., and would complement the objectives of assuring an adequate and reliable source of energy in Florida and avoiding uneconomic duplications of generation, transmission or distribution facilities.

WHEREFORE, FPC and Newberry urge that the Commission enter its order approving the Agreement attached hereto as Exhibit No. 1.

DATED this 21<sup>st</sup> day of February, 1996.

  
\_\_\_\_\_  
J. Bradford Hines  
Senior Counsel  
Florida Power Corporation  
3201 - 34th Street South  
Post Office Box 14042  
St. Petersburg, Florida 33733  
(813) 866-5110  
Fla. Bar No. 350842

  
\_\_\_\_\_  
Scott Walker, Esquire  
527 E. University Avenue  
Gainesville, Florida 32602  
(904) 372-8401  
Fla. Bar No. 0394939



February (X), 1996

(Customer Name)  
 (Address)  
 (Town, State, Zip)

Re: Account # (Account number)

In January 1996, Florida Power Corporation (FPC) and the City of Newberry entered into an agreement which designates each utilities' retail service area. The agreement will allow both utilities to operate our systems in the most economical manner, and will eliminate duplication of electric facilities which can result in higher costs to the customer.

Under the terms of the agreement your service location will be transferred to the City of Newberry electrical distribution system. This should occur in the near future. You will not need to do anything to initiate this transfer since FPC and the City of Newberry will handle all of the arrangements on your behalf. Your deposit with FPC will be refunded directly to you, however, the City of Newberry may require a deposit equal to the one you currently have with FPC. Every reasonable effort will be made to minimize any inconvenience to you in regards to the transfer of service. You will be contacted at the time the actual transfer occurs.

The Florida Public Service Commission requires that you be notified of this agreement and further requires we notify you of the current rates of each company. The following table represents the present residential and commercial monthly cost of electricity for the two utilities, and is provided for your information.

MONTHLY KWH USAGE	CUSTOMER MONTHLY BILL (excluding applicable taxes)			
	RESIDENTIAL		COMMERCIAL	
	FPC	Newberry	FPC	Newberry
250	\$27.58	\$23.75	\$29.78	\$26.75
500	\$46.07	\$42.50	\$47.56	\$48.50
750	\$64.57	\$61.25	\$65.33	\$70.25
1000	\$83.07	\$80.00	\$83.11	\$92.00
1500	\$120.06	\$117.50	\$118.67	\$135.50

*(Customer Name)*  
February (X), 1996  
Page 2

If you have any questions, or wish to express your opinion concerning the transfer of service, you may do so by contacting me at (352) 463-8096, or write to the address listed on this page. Your contact person with the City of Newberry is Mr. Blaine Suggs, Public Works Director. Mr. Suggs can be reached at (352) 472-3259, or write to him at P. O. Box 369, Newberry, FL 32669.

We look forward to the opportunity of meeting your electrical needs until the transfer is completed.

Sincerely,

J. David Branson  
Florida Power Area Manager

JDB/db

**Territorial Agreement  
Between  
City of Newberry  
and  
Florida Power Corporation  
Alachua County**



## AGREEMENT

Section 0.1: THIS AGREEMENT, made and entered into this 8<sup>th</sup> day of January, 1996 by and between the City of Newberry ("CITY") and FLORIDA POWER CORPORATION, ("FPC"), each of which are corporations organized and existing under the laws of the State of Florida and electric utilities as defined in, and whose retail service territories are subject to regulation pursuant to Chapter 366, Florida Statutes and which corporations are herein collectively called the "Parties";

### WITNESSETH:

Section 0.2: WHEREAS, CITY, by virtue of its Charter and legislative authority, is authorized and empowered to furnish electricity and power to its citizens, private individuals, corporations, and others, and pursuant to such authority, presently furnishes electricity and power to customers located in certain areas of Alachua County; and

Section 0.3: WHEREAS, FPC, by virtue of its Charter, is authorized and empowered to furnish electricity and power to persons, firms and corporations throughout the State of Florida and presently furnishes electricity and power to customers in certain areas of Alachua County, Florida, and elsewhere; and

Section 0.4: WHEREAS, the respective areas of retail service of the parties hereto are contiguous in many places with the result that duplication of service facilities may occur in the future unless such duplication is precluded by virtue of this Agreement; and

Section 0.5: WHEREAS, the Florida Public Service Commission (the "Commission") has previously recognized that any duplication of said service facilities results in needless and wasteful expenditures and creates hazardous situations, both being detrimental to the public interest; and

Section 0.6: WHEREAS, the parties hereto desire to avoid and eliminate the circumstances giving rise to the aforesaid potential hazards and duplications and toward that end have established the Territorial Boundary Line to delineate their respective retail territorial in Alachua County; and

Section 0.7: WHEREAS, the Commission is empowered by the legislature of the State of Florida, pursuant to F.S. 366.04(2)(d), to approve territorial agreements and the Commission has recognized on numerous occasions the wisdom of retail territorial agreements between electric utilities and has adhered to the general opinion that retail territorial agreements, when properly presented to the Commission, in the proper circumstances, are advisable and indeed in the public interest;

Section 0.8: NOW, THEREFORE, in fulfillment of the purposes and desires aforesaid, and in consideration of the mutual covenants and agreements herein contained, which shall be construed as

being interdependent, the parties hereto, subject to and upon the terms and conditions herein set forth, do hereby agree as follows:

**ARTICLE I**  
**DEFINITIONS**

Section 1.1: Territorial Boundary Line. As used herein, the term "Territorial Boundary Line" shall mean the boundary lines so labeled on the maps attached hereto as Exhibit "A" designating the boundary between the CITY Territorial Area, as defined in Section 1.2, and the FPC Territorial Area, as defined in Section 1.3. Those portions of Alachua County which are subject to the terms of this Agreement are identified as the areas marked in the maps included in Exhibit "A".

Section 1.2: CITY Territorial Area. As used herein, the term "CITY Territorial Area" shall mean the area so labeled on Exhibit "A" in Alachua County, Florida.

Section 1.3: FPC Territorial Area. As used herein, the term "FPC Territorial Area" shall mean the area so labeled on Exhibit "A" in Alachua County, Florida.

Section 1.4: Point of Use. The point of use and not the point of connect or metering shall be determinative as to who shall be the provider of electric service under this Agreement.

Section 1.5: Transmission Lines. As used herein, the term "Transmission Lines" shall mean all electric lines of either party having a rating of 69 kV or greater.

Section 1.6: Distribution Lines. As used herein, the term "Distribution Lines" shall mean all electric lines of either party having a rating up to but not including 69 kV.

Section 1.7: New Customers. As used herein, the term "New Customers" shall mean those customers applying for electric service during the term of this Agreement at a point of use in the Territorial Area of either party which has not previously been served by either utility.

Section 1.8: Existing Customer. As used herein, the term "Existing Customer" shall mean any person receiving retail electric service from either CITY or FPC at the location for which the service is existent on the effective date of this Agreement. The term Existing Customer shall include the widow, widower, or divorced spouse of an Existing Customer who received retail electric service at the same location as of the effective date of this Agreement.

Section 1.9: Change in Use. As used herein, the term "Change in Use" shall mean: (1) A change in the use of real property from residential to business or business to residential; (2) a change in the use of real property that would normally require a reclassification of service under the applicable tariff of either party; (3) a change in the use of real property that results in the addition of three or more meters during the term of this Agreement; or (4) a change in the use of real property by reason of a

change in the ownership or occupancy thereof to any person other than a widow, widower, or divorced spouse of an Existing Customer who received electric service at the same location.

Section 1.10: Consulting Engineer. As used herein, the term "Consulting Engineer" will mean a person or firm registered in the State of Florida as a professional engineer.

Section 1.11: Person. As used herein, the term "Person" shall have the same inclusive meaning given to it in Section 1.01(3), Florida Statutes.

## ARTICLE II

### RETAIL ELECTRIC SERVICE

Section 2.1: In General and Transfer of Existing Customers. Except as otherwise specifically provided herein, CITY shall have the exclusive authority to furnish retail electric service to all New Customers within the CITY Territorial Area and FPC shall have the exclusive authority to furnish retail electric service to all New Customers in the FPC Territorial Area. The Territorial Boundary Line shall not be affected by any change that may occur in the corporate limits of any municipality lying within the CITY Territorial Area or the FPC Territorial Area. Those existing Customers listed on Exhibit B, all of whom are currently customers of FPC, are located in the CITY Territorial Area. Upon approval of this Agreement by the Commission, those Existing Customers will be transferred to CITY in the manner hereinafter provided as soon as possible consistent with prudent utility practices.

Section 2.2: Service to New Customers. The Parties agree that neither of them will knowingly serve or attempt to serve any New Customer whose end-use facilities are located within the Territorial Area of the other party, except as specifically provided in this Section 2 of the Agreement.

The Parties recognize that in exceptional circumstances, economic constraints or good engineering practices may indicate that a customer's end-use facilities either cannot or should not be immediately served by the party in whose Territorial Area they are located. In such instances, upon written request by the party in whose Territorial Area the end-use facilities are located, to the other party, the other party may agree in writing to temporarily provide service to such customer's end-use facilities. Any such agreement for temporary service which is anticipated to last for more than one year shall be submitted to the Commission for approval in accordance with Article V, Section 5.1 hereof. Provided, however, the party providing temporary service hereunder shall not be required to pay the other party for any loss of revenue associated with the provision of such temporary service.

In the event that a New Customer or prospective New Customer requests or applies for service from either party to be provided to end-use facilities located in the Territorial Area of the other party, the party receiving such a request or application shall refer the New Customer or prospective New Customer to the other party with citation to this Agreement as approved by the Commission, and shall notify the other party of such request or application.

Section 2.3: Transfer of Facilities. Upon the transfer of any customer or customers pursuant to this Agreement, the receiving party shall purchase all the service facilities of the transferring party related to the transferred customer or customers for the replacement cost of such facilities, less depreciation calculated on a thirty year (30) straight line basis.

Section 2.4: Compensation For Transfer of Customers.

a) With respect to customers currently located in the territory of a party which are being served by that party but which will be transferred to the other party pursuant to the change in Territorial Boundaries of this Agreement, the party losing the customers shall be compensated for the cost of facilities (as set forth in subsection (c) below) the receiving party elects to purchase and the cost of lost revenues (as set forth in subsections (d) and (e) below) for the customers lost.

b) Time of Payment. At the time of the transfer of a customer and their associated service facilities, the receiving party shall pay to the transferring party in cash within one hundred and twenty (120) days of the transfer, all amounts established in this section.

c) Cost of Facilities. If the cost of facilities elected by the receiving party to be purchased are to be paid, the receiving party shall compensate the transferring party an amount based upon the then replacement cost (new) less depreciation calculated on a thirty (30) year straight line basis from the date of the installation of the service facilities and the cost to the transferring party for reintegration

of its remaining system to the extent such reintegration costs are reasonably required, following prudent utility practice.

d) Lost Revenues. If the cost of lost revenues is to be paid, the receiving party shall pay to the transferring party for each service transferred an amount equal to the product of the transferring party's gross charge per kilowatt hour (which amount includes the customer charge) for service to such locations at the time of transfer multiplied by the total kilowatt hours used at such location for either the immediately preceding twelve (12) month period in which the account was served at the service location or an twelve (12) month period annualized in the event of a lesser time period. In the case of a customer who was not billed for any part of the immediately preceding twelve (12) month period, the amount to be paid for the transfer of such customer shall be the transferor's prevailing monthly customer charge multiplied by twelve (12).

e) In addition to compensation due, the amount to be paid for street and security lights transferred shall be an amount equal to the total billings for such security lights for either the immediately preceding twelve (12) month period in which the account was served at the service location or an twelve (12) month period annualized in the event of a lesser time period. In the case of a customer who was not billed for any part of the immediately preceding twelve (12) month period, the amount to be paid for the transfer of such customer shall be the transferor's prevailing monthly customer charge multiplied by twelve (12) months.



f) With each transfer, the transferring party will make, execute, and deliver to the receiving party a conveyance, deed or other instrument of transfer as is appropriate in order to convey all rights, titles and interests of the transferring party in any facilities, rights-of-way, easements, road permits, or other rights to the receiving party.

Section 2.5: Time for Transfers. Notwithstanding any other provision of this agreement, the parties hereto agree that all transfers of customers subject to this agreement including New and Existing Customers shall be completed within one (1) year of the Effective Date hereof. The parties shall therefore cooperate to effect all such transfers within this time period.

Section 2.6: Customer Deposits. The parties intend that transferred customers suffer no hardship due to different deposit requirements required by each party. When possible, the transferring party will refund the deposit of a customer to the customer. The receiving party will then bill the customer a deposit no greater than the deposit previously charged by the other party. When the existing deposit is less than normally required by the receiving party, the receiving party will accept the amount of customer's previous deposit as adequate. Provided, however, nothing herein shall require either party to deviate from its deposit policy for customers with unfavorable payment histories.

### ARTICLE III

#### BULK POWER SUPPLY

Section 3.1: Bulk Power for Resale. Nothing herein shall be construed to prevent either party from providing a bulk power supply for resale purposes as defined in the Final Judgment dated August

19, 1971 in United States of America v. Florida Power Corporation and Tampa Electric Company, United States District Court for the Middle District of Florida, Case No. 68-297-Civ-T ("the Final Judgment"), regardless of where the purchaser for resale may be located. Further, no other section or provision of this Agreement shall be construed as applying to a bulk power supply for resale purposes as defined in the Final Judgment (attached as Exhibit "C").

#### ARTICLE IV

##### OPERATION AND MAINTENANCE

Section 4.1: Facilities to Remain. No generating plant, transmission line, substation, distribution line or related equipment not transferred pursuant to Section 2.3 shall be subject to transfer or removal hereunder; provided, however, that each party shall operate and maintain its lines and facilities in such a manner as to minimize any interference with the operations of the other party.

Section 4.2: CITY Facilities to be Served. Nothing herein shall be construed to prevent or in any way inhibit the right and authority of CITY to serve any CITY facility located in the FPC Territorial Area which facility is used in connection with CITY business as a municipal operation; provided, however, that CITY shall construct, operate, and maintain said lines and facilities in such manner as to minimize any interference with the operation of the FPC in the FPC Territorial Area.

Section 4.3: FPC Facilities to be Served. Nothing herein shall be construed to prevent or in any way inhibit the right and authority of FPC to serve any FPC facility located in the CITY Territorial Area which facility is used in connection with FPC's business as an electric utility; provided, however,

that FPC shall construct, operate, and maintain said lines and facilities in such manner as to minimize any interference with the operation of CITY in the CITY Territorial Area.

Section 4.4: Resolution of Facilities Issues. If the parties are unable to agree on the calculation of any payment for facilities pursuant to Section 2.4 of this Agreement, or are unable to agree as to any technical requirement of this Agreement, including any provision requiring conformance to sound and economical engineering and operating practices, the parties shall agree upon and appoint a Consulting Engineer to resolve the dispute. The parties shall share equally the costs of the Consulting Engineer's fees and expenses for services rendered in connection with this Agreement. The compensation to be paid to the Consulting Engineer for services rendered in connection with this Agreement shall be such fees and expenses as are usually applicable to services of a similar nature. If the Parties are unable to agree on the calculation of any payment for facilities pursuant to Section 2.4, and if CITY and FPC are unable to agree upon the selection of a Consulting Engineer within 90 days after receiving a written request by either party for such selection either CITY or FPC may, after ten (10) days written notice to the other party of its intent to do so, petition the Circuit Court of Alachua County, Florida, to determine the payment required in Section 2.4. In the event one or both parties shall petition such Circuit Court for resolution of a dispute as provided in this section, each party shall pay the costs of its legal representation, expert fees and costs of depositions of parties or witnesses. Court costs shall be assessed equally against the parties.

**ARTICLE V**  
**PREREQUISITE APPROVAL**

Section 5.1: Commission Approval. The provisions and the parties' performance of this Agreement are subject to the regulatory authority of the Commission, and appropriate approval by that body of the provisions of this Agreement shall be an absolute condition precedent to the validity, enforceability and applicability hereof. This Agreement shall have no effect whatsoever until that approval has been obtained, and the date of the Commission's order, if any, granting initial Commission approval of this Agreement shall be deemed to be the effective date of this Agreement. Any proposed modification to this Agreement shall be submitted to the Commission for approval. In addition, the parties agree to jointly petition the Commission to resolve any dispute concerning the provisions of this Agreement or the parties' performance of this Agreement.

Section 5.2: Liability in the Event of Disapproval. In the event approval pursuant to Section 5.1 is not obtained, neither party will have any claim against the other arising under this Agreement.

Section 5.3: Supersedes Prior Agreements. Upon its approval by the Commission, this Agreement shall be deemed to specifically supersede all prior agreements between the parties defining the boundaries of their respective Territorial Areas within certain areas of Alachua County, Florida.

## ARTICLE VI

### DURATION

Section 6.1: Term. This Agreement shall continue and remain in effect for a period of twenty (20) years from the date of the Commission's initial Order approving this Agreement.

## ARTICLE VII

### CONSTRUCTION OF AGREEMENT

Section 7.1: Other Electric Utilities. Nothing in this Agreement is intended to define, establish or affect in any manner the rights of either party hereto relative to any other electric utility not a party to this Agreement with respect to the furnishing of retail electric service including, but not limited to, the service territory of either party hereto relative to the service territory of any other electric utility not a party to this Agreement.

Section 7.2: Intent and Interpretation. It is hereby declared to be the purpose and intent of the Parties that this Agreement shall be interpreted and construed, among other things, to further this State's policy of actively regulating and supervising the service territories of electric utilities; supervising the planning, development, and maintenance of a coordinated electric power grid throughout Florida; avoiding uneconomic duplication of generation, transmission and distribution facilities; and encouraging the installation and maintenance of facilities necessary to fulfill the Parties' respective obligations to serve.

## ARTICLE VIII

### MISCELLANEOUS

Section 8.1: Negotiations. Whatever terms or conditions may have been discussed during the negotiations leading up to the execution of this Agreement, the only ones agreed upon are those set forth herein, and no alteration, modification, enlargement or supplement to this Agreement shall be binding upon either of the parties hereto unless the same shall be in writing, attached hereto, signed by both parties, and approved by the Commission.

Section 8.2: Successors and Assigns. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give to any person or corporation, other than the parties hereto, any right, remedy or claim under or by reason of this Agreement or any provision or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding only upon the parties hereto and their respective representatives, successors and assigns.

Section 8.3: Notices. Notices given hereunder shall be deemed to have been given to CITY if mailed by certified mail, postage prepaid, to: Mayor, City of Newberry, Post Office Box 369, Newberry Florida 32669.. and to FPC if mailed by certified mail, postage prepaid, to: General Counsel, Florida Power Corporation, P. O. Box 14042, St. Petersburg, Florida 33733. Such address to which such

notice shall be mailed may be, at any time, changed by designating such new address and giving notice thereof in writing in the manner as herein provided.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed in duplicate in their respective corporate names and their corporate seals affixed by their duly authorized officers on the day and year first above written.

ATTEST:

THE CITY OF NEWBERRY.

BY *Geneva B. Hinson*  
Geneva B. Hinson, City Clerk

*Grady W. Hartzog*  
Grady W. Hartzog, Mayor

(SEAL)

ATTEST:

FLORIDA POWER CORPORATION

BY *Joel E. Werk*  
Assistant Secretary

*Wayne C. Forehand*  
Wayne C. Forehand, Vice President

(SEAL)

APPROVED AS TO FORM AND LEGALITY:

By: *[Signature]*  
Legal Counsel to The City Of Newberry.

By: *J. Bradford Hines*  
Corporate Counsel to Florida Power Corporation

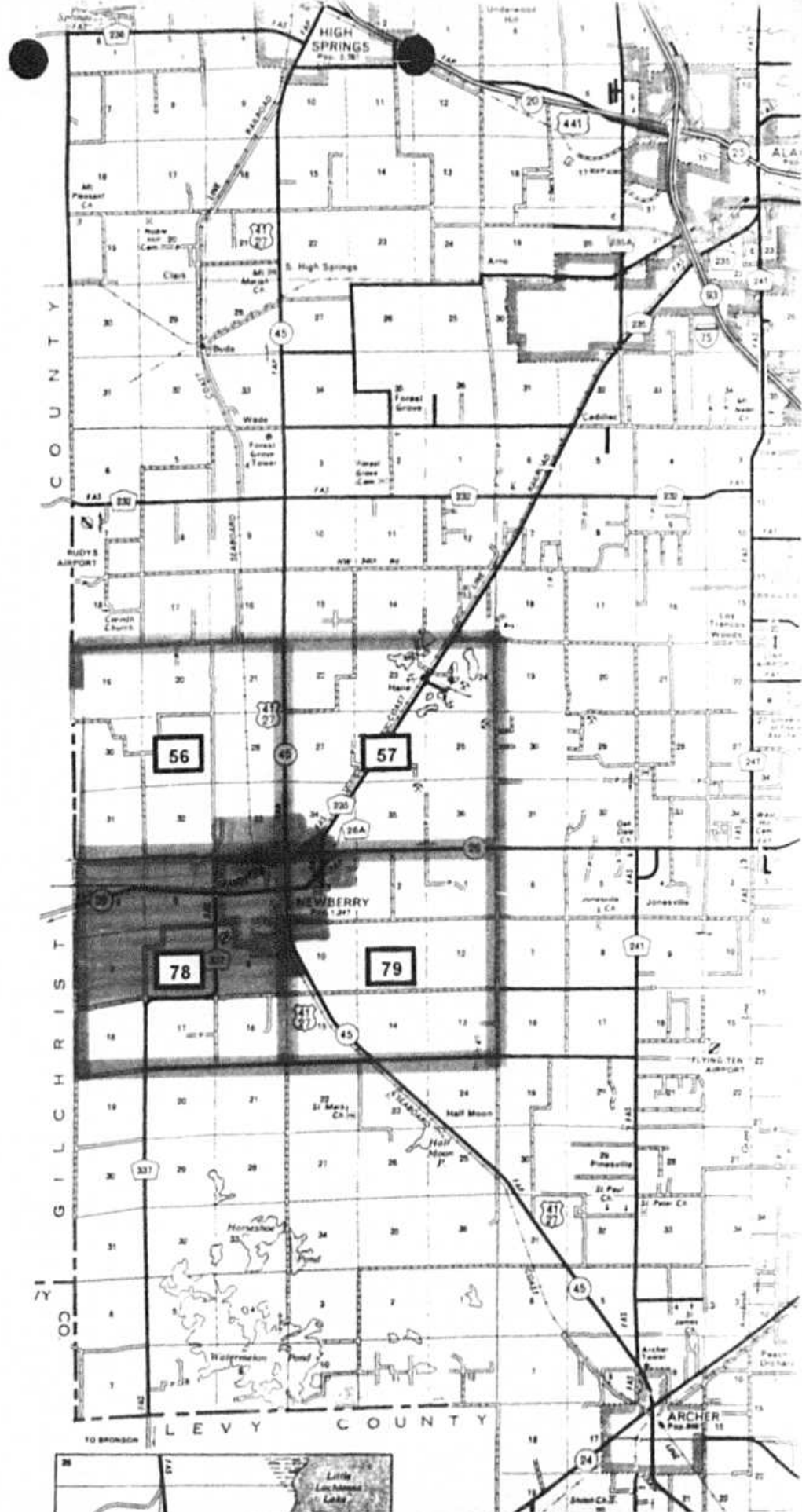
**EXHIBIT A**





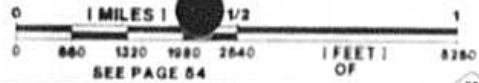
**KEY MAP**

**FPC AND CITY OF NEWBERRY TERRITORIAL AGREEMENT**



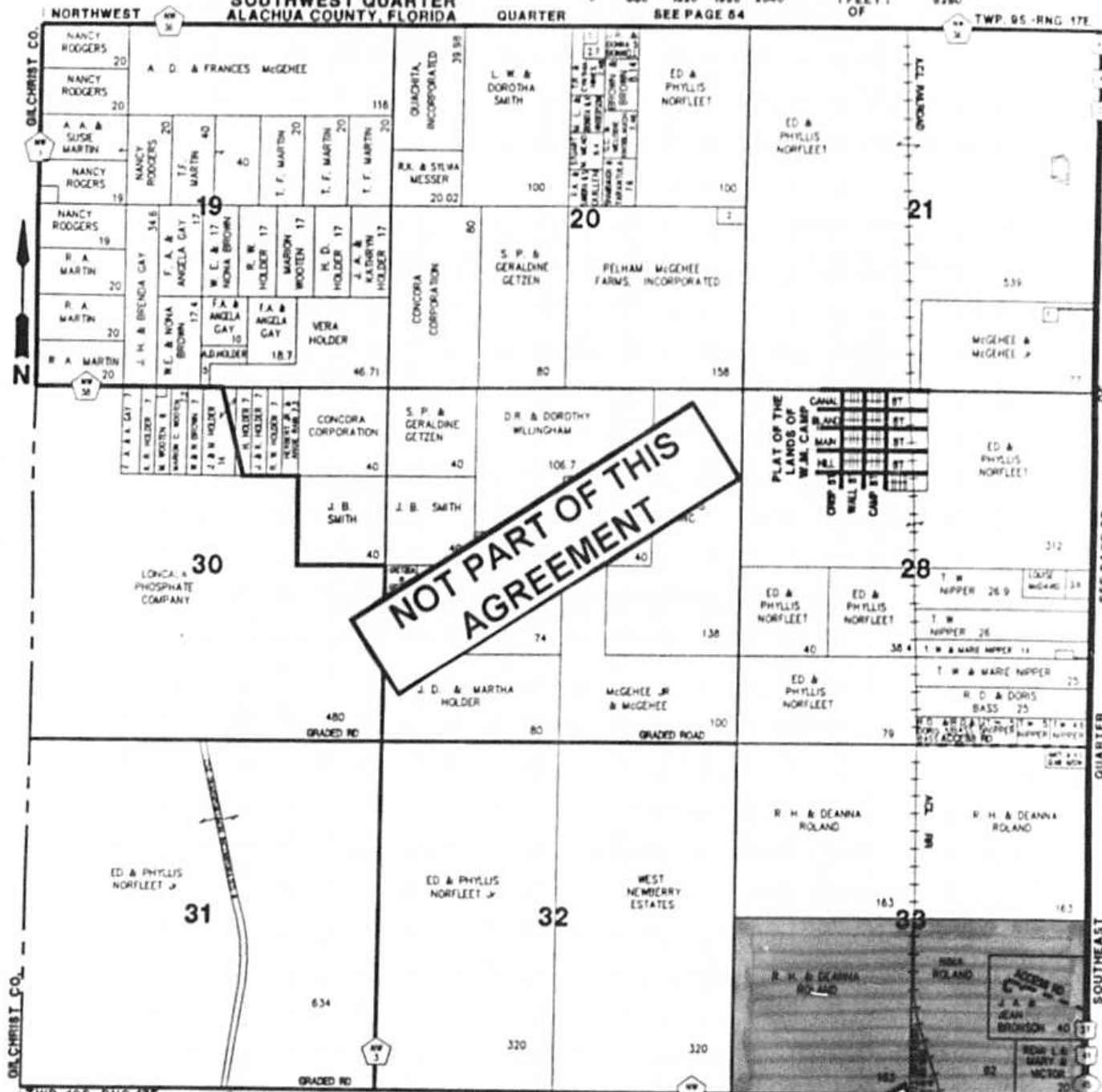
TWP. 9S - RING 17E.

SOUTHWEST QUARTER  
ALACHUA COUNTY, FLORIDA



QUARTER

TWP. 9S - RING 17E.



**NOT PART OF THIS  
AGREEMENT**

**CITY OF NEWBERRY**

TWP. 9S.-RNG. 17E.

SOUTHEAST QUARTER  
ALACHUA COUNTY, FLORIDA

QUARTER



TWP. 9S.-RNG. 17E.



**NOT PART OF THIS  
AGREEMENT**

**CITY OF NEWBERRY**

TWP. 9S.-RNG. 17E. SEE PAGE 56

TWP. 9S.-RNG. 18E. SEE PAGE 60

TWP. 10S.-RNG. 17E.

TWP. 10S.-RNG. 17E.

SEE PAGE 79

**TWP. 10**  **RNG. 17E.**

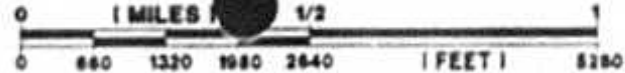
**NORTHWEST QUARTER  
ALACHUA COUNTY, FLORIDA**

**TWP. 9S.-RNG. 17E.**

**SEE PAGE 56**

**MR. ETHAN**

**TWP. 9S.-RNG. 17E.**





TWP. 09S.-RNG. 17E.

SEE PAGE 57

TWP. 09S.-RNG. 17E.

TWP. 10S.-RNG. 17E.

OF

SEE PAGE 78

QUARTER

NORTHWEST

SOUTHEAST © 1994 FLORIDA PLATS

QUARTER

SEE PAGE 81

OF

TWP. 10S.-RNG. 17E.

SEE PAGE 79

TWP. 10S.-RNG. 17E.

79

**CITY OF NEWBERRY**

**NOT PART OF THIS AGREEMENT**



**EXHIBIT B**

## EXHIBIT "B" - FPC CUSTOMERS TO NEWBERRY

#	CUSTOMER NAME	SERVICE ADDRESS	REVENUE CLASS
1	LYDIA HUNT	STATE ROAD 26, 2 MI W NBRY	RESIDENTIAL
2	TONEY SULLIVAN	STATE ROAD 26, SS	RESIDENTIAL
3	HELEN MELTON	STATE ROAD 26, NBRY LMTS W	RESIDENTIAL
4	PAUL L HORNBY	STATE ROAD 26, 11 MI SS	RESIDENTIAL
5	VIRGINIA A CONDROSKI	STATE ROAD 26, SS	RESIDENTIAL
6	LEEROY V NISWANDER	STATE ROAD 26, 11 MI SS	RESIDENTIAL
7	DON M POST	STATE ROAD 26, W OF AM LEG	RESIDENTIAL
8	AMERICAN LEGION	STATE ROAD 26, 12 MI E SS	COMMERCIAL
9	AMERICAN LEGION	STATE ROAD 26 *	COMMERCIAL
10	ANN CLINE	STATE ROAD 26, E AM LGN	RESIDENTIAL
11	CHARLES R CROCKER	CR 337 *E SS	COMMERCIAL
12	CHARLES R CROCKER	CR 337 *1 MIOFF SR26	COMMERCIAL
13	CHARLES R CROCKER	CR 337 *1/2 MI SR 26	RESIDENTIAL
14	DEBORAH WILLIS	CR 337 *1/4 MI SR 26	RESIDENTIAL
15	DON WILLIS	CR 337 *W S	RESIDENTIAL
16	O D WHITTLE	STATE ROAD 26, 1/2 MI W NBRY	RESIDENTIAL
17	O D WHITTLE	STATE ROAD 26, NS RR	RESIDENTIAL
18	DORIS ALTEMEIER	STATE ROAD 26, 1/4 MI CTY LMT	RESIDENTIAL
19	DEBRA L HORTON	STATE ROAD 26, NS	RESIDENTIAL
20	DORIS HUDDLESTON	STATE ROAD 26, E ALA/GIL LN	RESIDENTIAL
21	LAURIE A WOFFORD	STATE ROAD 26, 1 MI W NBRY	RESIDENTIAL
22	MO KWONG	STATE ROAD 26, 1/4 MI E CO LN	RESIDENTIAL
23	BERNARD WOJCIECHOWSKI	STATE ROAD 26, NS NBRY LM	RESIDENTIAL
24	WILLIAM ELDRIDGE	STATE ROAD 26, GIL/ALA CNTY LN	RESIDENTIAL
25	WILLIAM F VINCENT	STATE ROAD 26, GIL/ALA CNTY LN	RESIDENTIAL
26	W COLEMAN	STATE ROAD 26, W NBRY	RESIDENTIAL
27	JAMES A LITTLE	STATE ROAD 26, 337 NBRY	RESIDENTIAL
28	H C LITTLE	STATE ROAD 26, 337 NBRY	RESIDENTIAL
29	O D WHITTLE	STATE ROAD 26, RR	COMMERCIAL
30	O D WHITTLE	STATE ROAD 26, ACC RR	RESIDENTIAL
31	O D WHITTLE	STATE ROAD 26, NS	RESIDENTIAL
32	SOUTHERN FUEL WOOD IN	STATE ROAD 26, NS	COMMERCIAL
33	SOUTHERN FUEL WOOD IN	HWY 26 N SIDE	COMMERCIAL
34	PAUL L HORNBY	STATE ROAD 26, SS	RESIDENTIAL
35	REX M HENDERSON	STATE ROAD 26, SS	RESIDENTIAL
36	JENNIFER R SLONE	SW 337 & SR26 *MHME	RESIDENTIAL
37	JOEL GOODWIN	27329 NEWBERRY RD	RESIDENTIAL
38	MAC JOHNSON	104 SW 14TH ST	COMMERCIAL
39	STEPHEN D RAPP	STATE ROAD 26, NBRY LMTS	RESIDENTIAL

**EXHIBIT C**



UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

FLORIDA POWER CORPORATION and  
TAMPA ELECTRIC COMPANY,

Defendants.

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FINAL JUDGMENT

Plaintiff, United States of America, having filed its complaint herein on July 8, 1968, and its amended complaint on January 10, 1969, defendants having appeared by their counsel, and the parties hereto, by their respective attorneys, having consented to the entry of this Final Judgment without trial or adjudication of any issue of fact or law herein and without this Final Judgment constituting evidence or an admission by either party hereto with respect to any such issue;

NOW, THEREFORE, before the taking of any testimony and without trial or adjudication of any issue of fact or law herein, and upon the consent of the parties hereto, it is hereby

ORDERED, ADJUDGED AND DECREED as follows:

I

This Court has jurisdiction of the subject matter of this action and of the parties hereto. The complaint states a claim upon which relief may be granted against defendants under Section 1 of the Act of Congress of July 2, 1890, as amended, entitled "An act to protect trade and commerce against unlawful restraints and monopolies," (15 U.S.C., Sec. 1), commonly known as the Sherman Act.

II

As used in this Final Judgment:

(A) "Defendant(s)" means Florida Power Corporation

#04E

or Tampa Electric Company and each of them.

(B) "Person" means any individual, partnership, firm, association, private corporation, state or municipal corporation or subdivision thereof, electric cooperative corporation or other business or legal entity engaged or proposed to be engaged in the generation and transmission of electric power at wholesale for resale and/or the distribution of electric power at retail; provided, however, that "person" shall not include owners, lessors, operators or managers of rental property, such as, trailer parks, apartment houses, shopping centers or office buildings, who meter and charge for electric power distributed to their tenants.

(C) "Bulk power supply for resale" means any, some or all arrangements for supply of electric power in bulk to any person for resale, including but not limited to, the taking of utility responsibility for supply of firm power in bulk to fill the full requirements of any person engaged or to be engaged in the distribution of electric power at retail, and/or interconnection with any person for the sale or exchange of emergency power, economy energy, deficiency power, and such other forms of bulk power sales or exchanges for resale made for the purpose or with the effect of achieving an overall reduction in the cost of providing electric power supply.

### III

The provisions of this Final Judgment applicable to the defendants shall also apply to each of their officers, directors, agents, employees, subsidiaries, successors and assigns, and to all persons in active concert or participation with any of them who receive actual notice of this Final Judgment by personal service or otherwise.

### IV

(A) Each defendant is enjoined and restrained from, directly or indirectly, entering into, adhering to, continuing, maintaining, renewing, enforcing or claiming any rights under

any contract, agreement, understanding, joint plan or joint program with the other defendant or any other person to limit, allocate, restrict, divide or assign, or to impose or attempt to impose any limitations or restrictions respecting, the persons to whom, or the markets or territories in which, either defendant or any other person may hereafter sell electric bulk power supply for resale.

(B) Nothing herein shall be construed as enjoining or restraining defendants, from engaging jointly in lawful attempts to petition any federal or state governmental body (other than "persons" as defined herein) respecting any aspect of either defendant's business, including without limitation, sale of electric bulk power supply for resale.

V

(A) Within ninety (90) days from the date of entry of this Final Judgment, defendants shall take all necessary action to cancel each provision of every contract between the defendants and between or among each of the defendants and other persons, which is contrary to or inconsistent with any provision of this Final Judgment.

(B) Within ninety (90) days from the date of entry of this Final Judgment, defendant shall send to each person presently engaged in the generation and transmission and sale of electric bulk power supply for resale or in the distribution of electric power at retail in the State of Florida a copy of this Final Judgment, and shall, at the same time, advise each such other person affected by the provision of paragraph V(A) that it is free to sell electric bulk power supply for resale to such persons and in such areas as it may freely choose.

(C) Within one hundred twenty (120) days from the date of entry of this Final Judgment, defendant shall file with this Court, and serve upon the plaintiff, an affidavit

as to the fact and manner of compliance with subsections (A) and (B) of this Section V.

VI

For the purpose of determining or securing compliance with this Final Judgment, and for no other purpose, duly authorized representatives of the Department of Justice shall, upon written request by the Attorney General or the Assistant Attorney General in charge of the antitrust Division given to defendant at its principal office, be permitted, subject to any legally recognized privileges:

(A) Access during the office hours of defendant to all contracts, agreements, correspondence, memoranda, and other business records and documents in the possession or control of defendant relating to any of the matters contained in this Final Judgment;

(B) Subject to the reasonable convenience of defendant and without restraint or interference from it, to interview the officers and employees of defendant, who may have counsel present, regarding any such matters; and

(C) Upon such written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division, defendants shall submit written reports relating to any of the matters contained in this Final Judgment as may be requested.

No information obtained by the means provided in this Section VI shall be divulged by any representative of the Department of Justice to any person other than a duly authorized representative of the Executive Branch of the plaintiff except in the course of legal proceedings to which the United States is a party for the purpose of securing compliance with this Final Judgment, or as otherwise required by law.

Jurisdiction is retained for the purpose of enabling any of the parties to this Final Judgment to apply to this Court at any time for such further orders and directions as may be necessary or appropriate for the construction or carrying out of this Final Judgment, for the modification or termination of any of the provisions hereof, for the enforcement of compliance therewith, and for the punishment of violations thereof.

Dated: August 19, 1971.

  
UNITED STATES DISTRICT JUDGE

Copies:

Wallace E. Brand, Esquire  
Department of Justice

Carlton, Fields, Ward, Emmanuel, Smith & Cutler, Esquires

Holland & Knight, Esquires