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September 25, 1991

BY HAND DELIVERY

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OF COUNSEL
C. FARBER BRYANT

*ADMITTED IN GEORGIA ONLY

Mr. Steven C. Tribble, Director
Division of Records and Reporting
Florida Public Service Commission
The Fletcher Building
101 East Gaines Street
Tallahassee, FL 32399

Re: Petition of Tampa Electric Company for
Resolution of Territorial Uncertainty
[Docket No. 910811-EU]

Dear Mr. Tribble:

Enclosed for filing in the docket referred to above are the original and fifteen (15) copies of Florida Power & Light Company's Petition to Intervene.

Please acknowledge receipt and filing of the above by stamping the copy of this letter attached and returning same to me.

Yours truly,

Wilton R. Miller

Wilton R. Miller

- ACK
- AFA _____
- APP _____
- CAF _____
- CMU _____
- CTR _____
- EAG**
- LEG 1 1/2 WRM:lms
Enclosures
- LIN 6
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- OTH _____

RECEIVED

SEP 25 1991

FPSC-RECORDS/REPORTING

DOCUMENT NUMBER-DATE

09568 SEP 25 1991

FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Tampa Electric)
Company for Resolution of) Docket No. 910811-EU
Territorial Uncertainty.)

PETITION TO INTERVENE

Petitioner, FLORIDA POWER & LIGHT COMPANY (FPL), by and through its undersigned attorney, files this its Petition to Intervene in the above-styled matter.

1. The name of FPL and the address of its principal business office are as follows:

Florida Power & Light Company
9250 West Flagler Street
P. O. Box 029100
Miami, Florida 33102-9100

2. The names and addresses of the persons authorized to receive notices and communications for FPL with respect to this Petition are:

Mr. J. T. Blount
Vice President, Law
Florida Power & Light Company
P. O. Box 029100
Miami, Florida 33102-9100

Wilton R. Miller, Esquire
Bryant, Miller and Olive, P.A.
201 South Monroe Street
Suite 500
Tallahassee, Florida 32301

Mr. W. G. Walker
Vice President, Regulatory Affairs
Florida Power & Light Company
Suite 703, First Florida Bank
Building
Tallahassee, Florida 32301

3. FPL and TAMPA ELECTRIC COMPANY (TECO) entered into a territorial agreement which was approved by the Commission by Order No. 10677 in Docket No. 810466-EU on March 30, 1982, a copy of

DOCUMENT NUMBER-DATE
09568 SEP 25 1991
FPSC-RECORDS/REPORTING

which is attached hereto as Exhibit A and by reference made a part hereof.

4. FPL and PEACE RIVER ELECTRIC COOPERATIVE, INC. (PRECO) entered into a territorial agreement which was approved by the Commission by Order No. 19140 in Docket No. 870816-EU on April 13, 1988, a copy of which is attached hereto as Exhibit B and by reference made a part hereof.

5. I.M.C. FERTILIZER, INC. (IMC) has requested that TECO provide it with retail electrical service in that portion of Manatee County allocated to PRECO in the territorial agreement between FPL and PRECO and in the area allocated to FPL in the territorial agreement between TECO and FPL.

6. TECO has expressed its intent to serve IMC on an interim basis pending the Commission's final resolution of this matter and states that unless ordered to do otherwise it will provide service to IMC in that portion of Manatee County allocated to PRECO by the territorial agreement between PRECO and TECO and in the area allocated to FPL in the territorial agreement between TECO and FPL.

7. Providing of retail electrical service by TECO in that portion of Manatee County allocated to FPL will violate the terms and conditions of the territorial agreement between FPL and TECO.

8. This Commission has and continues to provide active, continuous supervision over territories served by electrical utilities in Florida.

9. FPL has a substantial interest in the outcome of this proceeding.

10. FPL objects to TECO providing retail electrical service in areas allocated to FPL in the territorial agreement between FPL and TECO.

11. FPL recognizes that IMC is located in the area designated as PRECO's pursuant to the terms of the territorial agreements between PRECO and FPL and between PRECO and TECO; however, should it be determined that PRECO cannot meet the service requirements of IMC, then the terms and conditions of the territorial agreement between FPL and TECO would prevail and as between TECO and FPL, FPL would have the right to provide the service.

WHEREFORE, FPL requests that TECO be ordered not to provide retail electrical service in those areas allocated to FPL in the territorial agreement between them and that FPL be allowed to intervene and participate in these proceedings pending the Commission's final resolution of this matter.

DATED this 25th day of September, 1991.

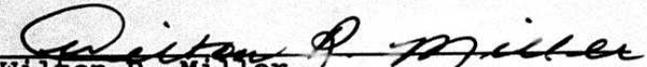
Respectfully submitted,


Wilton R. Miller
Bryant, Miller and Olive, P.A.
201 South Monroe Street, Suite 500
Tallahassee, Florida 32301
(904) 222-8611

ATTORNEYS FOR FPL

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the Original and 15 copies of the Petition to Intervene have been hand-delivered to Mr. Steven C. Tribble, Director, Division of Records and Reporting, Florida Public Service Commission, The Fletcher Building, 101 East Gaines Street, Tallahassee, FL 32399; and copies of the Petition to Intervene have been mailed by regular US Mail, postage prepaid, to: Andrew B. Jackson, Esquire, P. O. Box 2025, Sebring, FL 33871, Attorney for PRECO, and Mr. Richard Maenpaa, Manager, Peace River Electric Cooperative, Inc., P. O. Box 1310, Wauchula, FL 33873; Lee L. Willis, Esquire, and James D. Beasley, Esquire, Ausley, McMullen, McGehee, Carothers and Proctor, P. O. Box 391, Tallahassee, FL 32302, Attorneys for TECO, and Mr. Russell D. Chapman, Manager, Regulatory Coordination, Tampa Electric Company, P. O. Box 111, Tampa, FL 33601; and John W. McWhirter, Jr., Esquire, Lawson, McWhirter, Grandoff & Reeves, P. O. Box 3350, Tampa, FL 33601-3350, and Vicki G. Kaufman, Esquire, Lawson, McWhirter, Grandoff & Reeves, 522 East Park Avenue, Ste. 200, Tallahassee, FL 32301, Attorneys for IMC, this 25th day of September, 1991.


Wilton R. Miller

FLORIDA PUBLIC SERVICE COMMISSION REPORTER

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint Application of Tampa
Electric Company and Florida Power
and Light Company for approval of
retail territorial agreement relative
to respective electric systems and
service areas.

DOCKET NO. 810466-EU
ORDER NO. 10677
ISSUED: 3-30-82

The following Commissioners participated in the disposition
of this matter:

GERALD L. GUNTER
JOHN B. MARKS, III
KATIE NICHOLS

ORDER APPROVING TERRITORIAL AGREEMENT

BY THE COMMISSION:

On February 3, 1982, we issued our NOTICE OF INTENT TO APPROVE TERRITORIAL AGREEMENT between Tampa Electric Company and Florida Power and Light Company. An AMENDED NOTICE issued on February 19, 1982 was published in the Florida Administrative Weekly and a newspaper in general circulation in the area of the territorial agreement prescribing twenty-one (21) days in which an objection would have to be filed. The prescribed period has run and no objections have been filed with the Commission Clerk. It is, therefore,

ORDERED that the territorial agreement between Tampa Electric Company and Florida Power and Light Company, tentatively approved by Order No. 10564 is hereby approved. It is further

ORDERED that Docket No. 810466-EU be closed.

By **ORDER** of the Florida Public Service Commission, this
30th day of March 1982.

(S E A L)



STEVE TRIBBLE
COMMISSION CLERK

ARS

cc: Inc Files
- Exec Files
Ken 2-20 4-20

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint Application of Tampa Electric Company and Florida Power and Light Company for approval of retail territorial agreement relative to respective electric systems and service areas.)

DOCKET NO. 810466-EU
ORDER NO. 10564
ISSUED: 2-3-82
Inter Utility Affairs
T-5

2/14/82

The following Commissioners participated in the disposition of this matter:

GERALD L. GUNTER
JOHN R. MARKS, III
KATIE NICHOLS

NOTICE OF INTENT TO APPROVE TERRITORIAL AGREEMENT

BY THE COMMISSION:

Notice is hereby given by the Florida Public Service Commission of its intent to approve a territorial agreement between Tampa Electric Company (TECO) and Florida Power and Light Company (FPL).

On December 8, 1981, Tampa Electric Company and Florida Power and Light Company filed a Joint Stipulation seeking approval of a territorial agreement defining their respective service territories in certain areas of Manatee and Hillsborough counties. That agreement, Appendix A attached to this Notice, establishes as the "Territorial Boundary Line" between the respective areas "The Hillsborough-Manatee County line from Tampa Bay east to the four corners intersection of Hillsborough, Polk, Hardee and Manatee counties at the Southeast Corner of Range 22 East, Township 32 South."

Pursuant to Staff review, we find no compelling reason to set this matter for hearing. There exists no dispute between the parties and there appears to be no customer objection to the agreement. Moreover, we conclude that there is sufficient information before us to find the agreement is in the public interest.

Under this agreement, there will not be a transfer of customers or facilities between the parties. There are presently duplicate facilities maintained by the companies in certain areas of Hillsborough and Manatee counties where the facilities of the two utility systems are contiguous or coincide. Projected growth of the areas embraced in the proposed territorial agreement promises further duplication of service unless separate service areas are agreed to by the two systems. Overlapping service areas create wasteful expenditures on the part of each utility in the installation and maintenance of duplicate transmission and distribution lines. Duplicate lines also pose unnecessary safety hazards to the utilities employees and the general public, since the lines of one utility necessarily cross the lines of the other.

By eliminating duplicate service in the affected areas, each utility will be better able to plan for and serve the expected rapid growth in the aforementioned counties. The utilities would otherwise encounter tremendous strains on finances, personnel and facilities to provide the requisite services demanded by such rapidly expanding growth areas. Thus, the proposed territorial agreement should result in higher quality electric service to the customers of both systems. For these reasons, the Commission finds that there is justification for approval of the agreement and that to do so would be in the public interest. It is, therefore

ORDER NO. 10564
DOCKET NO. 810466-EU
PAGE TWO

ORDERED that any request for a hearing on this matter must be received by the Commission Clerk twenty one (21) days after the issuance of this Notice, pursuant to Rules 28-5.201, Florida Administrative Code. If no such request is received by that date, the Clerk will issue a consummating order approving the agreement.

ORDERED that upon receipt of an appropriate petition regarding this proposed action, the Commission will institute further proceedings in accordance with Rule 28-5.201(3), Florida Administrative Code.

A copy of this Notice will be provided to all persons listed on this Docket's mailing list. In addition, a summary of this Notice will be placed in the Florida Administrative Weekly and in a newspaper of general circulation in Hillsborough and Manatee County areas.

By Direction of the Florida Public Service Commission, this
3rd day of February 1982.

(S E A L)

ARS



STEVE TRIBBLE
COMMISSION CLERK

ORDER NO. 10564
DOCKET NO. 810466-EU
PAGE TWO

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A copy of this Notice will be provided to all persons listed on this Docket's mailing list. In addition, a summary of this Notice will be placed in the Florida Administrative Weekly and in a newspaper of general circulation in Hillsborough and Manatee County areas.

By Direction of the Florida Public Service Commission, this
3rd day of February 1982.

(S E A L)

ARS



STEVE TRIBBLE
COMMISSION CLERK

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EXHIBIT A
 TERRITORIAL BOUNDARY AGREEMENT
 BETWEEN
 TAMPA ELECTRIC COMPANY
 AND
 FLORIDA POWER & LIGHT COMPANY

AUGUST 21, 1981

**TERRITORIAL BOUNDARY AGREEMENT
BETWEEN
TAMPA ELECTRIC COMPANY
AND
FLORIDA POWER & LIGHT COMPANY**

Section 0.1 THIS AGREEMENT, made and entered into this 21 day of August, 1981, by and between TAMPA ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of Florida, herein referred to as "TECO," and FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida, herein referred to as "FPL;"

W I T N E S S E T H:

Section 0.2 WHEREAS, TECO is presently providing retail electric service in the southern portion of Hillsborough County near and adjacent to the Hillsborough-Manatee County line.

Section 0.3 WHEREAS, FPL is presently providing retail electric service in the northern portion of Manatee County near and adjacent to the Hillsborough-Manatee County line.

Section 0.4 WHEREAS, the areas in which each party is supplying retail electric service are in close proximity and abut in the vicinity of the Hillsborough-Manatee County line, TECO and FPL desire to cooperate in the public interest in supplying service in a manner so as to avoid uneconomic waste, potential safety hazards and other adverse effects that would result from duplication of electric facilities in the same area.

Section 0.5 WHEREAS, the execution of this AGREEMENT by the parties hereto is not conditioned upon the acceptance of or agreement to any other contractual arrangements pending or contemplated by or between the parties.

Section 0.6 NOW, THEREFORE, in consideration of the foregoing premises and of the mutual benefits to be obtained from the covenants herein set forth, the parties hereto do hereby agree as follows:

ARTICLE I

TERM OF AGREEMENT

Section 1.1 **TERM:** After this AGREEMENT becomes effective pursuant to Section 3.4 hereof, it shall continue in effect until termination or until modification shall be mutually agreed upon, or until termination or modification shall be mandated by governmental entities or courts with appropriate jurisdiction. Fifteen (15) years from the date above first written, but not before, either of the parties hereto shall have the right to initiate unilateral action before any governmental entity or court with appropriate jurisdiction, seeking to obtain modification or cancellation of this AGREEMENT.

ARTICLE II

ESSENCE OF AGREEMENT

Section 2.1 The boundary line delineating the retail electric service areas of the parties is marked on the map attached hereto and labeled Exhibit A, and said boundary line is further described as follows:

The Hillsborough-Manatee County line from Tampa Bay east to the four corners intersection of Hillsborough, Polk, Hardee and Manatee Counties at the southeast corner of Range 22 east, Township 32 south.

Section 2.2 The area north of the boundary line is reserved to TECO (as relates to FPL), and the area south of the boundary line is reserved to FPL (as relates to TECO), with respect to service to retail customers.

Section 2.3 The parties agree that neither party, except as provided in Section 2.4, will provide or offer to provide electric service at retail to future customers within the territory reserved to the other party.

Section 2.4 The parties recognize that, in specific instances, good engineering practices (or economic constraints on either of the parties) may from time-to-time indicate that small service areas and/or future retail electric customers should not be served by the party in whose territory they are located. In such instances, upon written request by the party in whose territory they are located to the other party, the other party may agree in writing to provide service to such small service areas and/or future retail electric customers, and it is understood that no additional regulatory approval will be required for such agreement(s). By the execution of this AGREEMENT, the parties acknowledge that TECO is presently and may continue providing retail electric service to the small service area with four existing service locations immediately south of the Hillsborough-Manatee County line in the vicinity of Saffold Road located in Section 3, Township 33 South, and Range 20 East.

Section 2.5 This AGREEMENT shall apply only to the provision of retail electric service by the parties hereto and shall have absolutely no application or effect with respect to either party's sale of "bulk power supply for resale," which is defined to mean 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 persons 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.

Section 2.6 Nothing in this AGREEMENT is intended to affect the power plants, transmission lines, or substations of one party which are now located, or may in the future be located in the service area of the other party; and any problems between the respective parties involving these types of facilities shall be settled at the General Office level of the parties. No such facilities shall be used by the one party to provide retail electric service to customers located in the service area of the other party except as may be necessary to implement the provisions of Section 2.4.

ARTICLE III

MISCELLANEOUS PROVISIONS

Section 3.1 The failure of either party to enforce any provision of this AGREEMENT in any instance shall not be construed as a waiver or relinquishment on its part of any such provision but the same shall nevertheless be and remain in full force and effect.

Section 3.2 Neither party shall assign, transfer or sublet any privilege granted to it hereunder without the prior consent in writing of the other party, but otherwise, this AGREEMENT shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

Section 3.3 This AGREEMENT shall be governed by the laws of the State of Florida.

Section 3.4 The parties recognize and agree that both companies are subject to the jurisdiction of the Florida Public Service Commission (hereinafter called the "Commission") and further agree that this AGREEMENT shall have no force and effect unless and until it is submitted to and approved by the Commission in accordance with applicable procedures. The parties further agree that the

AGREEMENT, if and when approved by the Commission, shall be subject to the continuing jurisdiction of the Commission and may be terminated or modified only by Order of the Commission. No modification or termination of this AGREEMENT by the parties hereto shall be effective unless and until approved by the Commission. Each party agrees to promptly notify the other in writing of any petition, application or request for modification of the AGREEMENT made to the Commission and to serve upon the other party copies of all pleadings or other papers filed in connection therewith.

Section 3.5 This AGREEMENT shall be effective on the date it is approved by the Florida Public Service Commission in accordance with Section 3.4 hereof.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their duly authorized officers, and copies delivered to each party, as of the day and year first above stated.

ATTEST:

TAMPA ELECTRIC COMPANY

BY:


Secretary

BY:


Vice President

8-21-81
Date

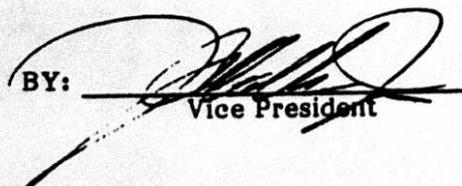
ATTEST:

FLORIDA POWER & LIGHT COMPANY

BY:


Assistant Secretary

BY:


Vice President

8/21/81 JED.
Date



EXHIBIT A
TERRITORIAL BOUNDARY AGREEMENT
BETWEEN
TAMPA ELECTRIC COMPANY
AND
FLORIDA POWER & LIGHT COMPANY

AUGUST 21, 1981