

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Joint petition for ) DOCKET NO. 940376-EU  
approval of territorial ) ORDER NO. PSC-94-1522-FOF-EU  
agreement between FLORIDA POWER ) ISSUED: DECEMBER 12, 1994  
CORPORATION and PEACE RIVER )  
ELECTRIC COOPERATIVE, INC. )  
\_\_\_\_\_)

The following Commissioners participated in the disposition of this matter:

J. TERRY DEASON, Chairman  
SUSAN F. CLARK  
JOE GARCIA  
JULIA L. JOHNSON  
DIANE K. KIESLING

NOTICE OF PROPOSED AGENCY ACTION  
ORDER APPROVING TERRITORIAL AGREEMENT

BY THE COMMISSION:

NOTICE IS HEREBY GIVEN by the Florida Public Service Commission that the action discussed herein is preliminary in nature and will become final unless a person whose interests are substantially affected files a petition for a formal proceeding, pursuant to Rule 25-22.029, Florida Administrative Code.

CASE BACKGROUND

On April 18, 1994, Florida Power Corporation (FPC) and Peace River Electric Cooperative, Inc. (PRECO) filed a Joint Petition for Approval of Territorial Agreement covering certain areas of Polk, Hardee, Highlands and Osceola counties. Staff met with the parties and identified certain concerns with the proposed agreement. In response to Staff's concerns, FPC and PRECO filed an Amended Joint Petition for Approval of Territorial Agreement on August 5, 1994.

At the September 20, 1994 agenda, we requested additional information to justify the provision of the agreement that permitted FPC to continue to serve several transmission level customers located in PRECO's service territory. On October 27, 1994, FPC and PRECO filed a letter explaining why the provision is reasonable and necessary to the agreement. They also filed a Joint Motion to Amend the Petition that identifies three additional

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FPSC-RECORDS/REPORTING

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transmission level customers located in Polk county that will continue to receive service from FPC. The Amended Territorial Agreement is attachment "A" of this Order.

#### THE AGREEMENT

The agreement separates the parties' respective service areas in portions of Polk, Hardee, Highlands and Osceola counties. FPC and PRECO designated service areas and agreed upon certain conditions that allow customer accounts to be transferred based on their service location. Upon completion of all customer transfers, FPC and PRECO will eliminate existing, and avoid future, uneconomic duplication of facilities in their service territories.

Section 2.3 of the agreement outlines FPC's and PRECO's effort to eliminate overlapping services. In this section, the parties have agreed to transfer certain customers upon a "change in use" of real property, as defined in Section 1.1 of the Agreement. The parties have also agreed to use reasonable efforts to transfer customers and facilities prior to a "change in use" that will further eliminate duplicate facilities and avoid hazardous situations.

The agreement does not specify an expected date for completing the customer transfers. We therefore, will require FPC and PRECO to submit customer transfer status reports every five years after issuance of our Order approving the agreement, until all transfers are complete. The reports will enable the Commission to monitor the utilities' progress and should not cause any hardship for the parties.

FPC and PRECO agree that in the case of exceptional circumstances, economic constraints, or good engineering practices and upon written request, the parties may agree to provide interim service to customers in the other utility's service area. They further agree that, if such interim service exceeds a period of one year, the parties will submit a list of the services to the Commission for approval. We approve the parties agreement on interim service with the condition that the parties request formal Commission approval of interim service that is expected to last for more than one year.

The parties submitted a map and additional exhibits that detail the proposed territorial boundary and list customer accounts that will continue to be served outside their respective utility's

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service area. The customer account listing includes 85 PRECO distribution level customer accounts, 87 FPC distribution level customer accounts, and nine FPC transmission level customer accounts.

The nine transmission level customers located in Polk and Hardee county will be served by FPC throughout the term of the agreement. The amended agreement specifically identifies those areas where FPC will provide only transmission level service. These customers are phosphate companies operating drag-lines that excavate limestone for its various commercial and industrial uses. They have unique service requirements. Once the limestone has been depleted in a particular area, the companies move to another location. Since they still require electricity, the substations move with them.

At present PRECO provides all distribution level service in the area, but it does not have the appropriate facilities in place to meet the phosphate customers' transmission level electric needs. Therefore, FPC will continue to serve these customers until mining operations are completed. It is the intent of both utilities, however, that once mining is complete, future retail service, either at transmission or distribution level, will be the responsibility of PRECO.

Our staff requested that the utilities consider whether there could be a reasonable, efficient way to provide for the phosphate customers' transmission level service requirements and avoid the need for a variance in the utilities' territorial boundaries. The utilities considered the impact on each utility of PRECO transferring all distribution level customers to FPC in those areas where FPC will provide transmission level service. They also considered the impact of FPC transferring transmission facilities to PRECO.

PRECO has 7.81% of its customer base, or 1,541 customers, and 10.75% of its revenue base, or \$2,657,000 estimated annual revenue in the identified areas. Also, PRECO's distribution facilities in Hardee County are necessary to provide reliable retail service to customers in Manatee County. The transfer of facilities in Hardee County to FPC would require PRECO to serve those customers in Manatee County by an alternate and less efficient route. PRECO's loss of distribution customer revenues and associated facilities would have a significant negative impact on the company, both financially and in terms of its system reliability.

With respect to FPC transferring transmission facilities and customers to PRECO, the utilities indicated that the transmission facilities in this area are part of FPC's overall transmission network, which is essential in maintaining reliability not only in the Hardee/Polk area, but also for other FPC retail customers in the four county area covered by this agreement. The utilities also have indicated that negotiations would be necessary to determine the appropriate compensation to FPC for lost revenues, estimated to be \$27 million annually, and estimated replacement cost of facilities at a minimum of \$55 million. The utilities contend that the economics of this option are not viable given FPC's ability to serve the existing transmission facilities. PRECO indicated that it would not be financially possible or prudent for PRECO to consider purchasing FPC's transmission system, because of the volatility of the phosphate market.

FPC's and PRECO's territorial agreement will remain in effect for a period of 25 years from the date of our order approving the agreement. The agreement will be automatically renewed for additional 25 year periods unless either party gives written notice to the other of its intent not to renew at least six months prior to the expiration of any 25 year period. Each such renewal of the agreement will require Commission approval.

The agreement represents the continued effort by the parties to minimize costs to their respective customers by avoiding unnecessary duplication of generation, transmission and distribution facilities. We hold that the agreement serves the public interest and we approve it.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the Joint Petition for Approval of Territorial Agreement between Florida Power Corporation and Peace River Electric Cooperative, Inc. is approved. It is further

ORDERED that this Order shall become final and this docket shall be closed unless an appropriate petition for formal proceedings is received by the Division of Records and Reporting, 101 East Gaines Street, Tallahassee, Florida 32399-0870, by the close of business on the date indicated in the Notice of Further Proceedings or Judicial Review.

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By ORDER of the Florida Public Service Commission, this 12th  
day of December, 1994.

BLANCA S. BAYÓ, Director  
Division of Records and Reporting

by: Kay J. [Signature]  
Chief, Bureau of Records

( S E A L )

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NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.59(4), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

The action proposed herein is preliminary in nature and will not become effective or final, except as provided by Rule 25-22.029, Florida Administrative Code. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, as provided by Rule 25-22.029(4), Florida Administrative Code, in the form provided by Rule 25-22.036(7)(a) and (f), Florida Administrative Code. This petition must be received by the Director, Division of Records and Reporting, 101 East Gaines Street, Tallahassee, Florida 32399-0870, by the close of business on January 3, 1995.

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In the absence of such a petition, this order shall become effective on the day subsequent to the above date as provided by Rule 25-22.029(6), Florida Administrative Code.

Any objection or protest filed in this docket before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

If this order becomes final and effective on the date described above, any party substantially affected may request judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or by the First District Court of Appeal in the case of a water or wastewater utility by filing a notice of appeal with the Director, Division of Records and Reporting and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days of the effective date of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint Petition for Approval )  
of Territorial Agreement. ) DOCKET NO: 940376-EU  
Florida Power Corporation, a )  
regulated utility and Peace River )  
Electric Cooperative, Inc., a )  
rural electric cooperative ) Submitted for Filing:  
\_\_\_\_\_ )

JOINT MOTION TO AMEND PETITION

Florida Power Corporation ("FPC") and Peace River Electric Cooperative, Inc., ("PRECO") jointly move the Commission to amend the Joint Petition previously filed in this docket, and in support thereof, say:

1. On April 18, 1994, FPC and PRECO filed the Joint Petition for Approval of Territorial Agreement seeking approval of the Territorial Agreement between the parties, dated February 28, 1994, ("Agreement").

2. The Agreement inadvertently failed to reference Polk County with respect to certain transmission level customers the provision of service to whom is to be governed by the Agreement.

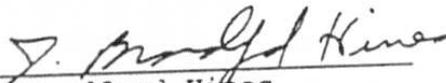
3. To correct this matter, the parties executed Amendment No. 1 to Agreement, dated October 25, 1994, a copy of which is attached hereto.

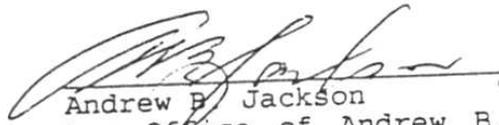
4. The Joint Petition seeks Commission approval of the Agreement. It is the intent of FPC and PRECO that the Commission approve the Agreement as amended by Amendment No. 1 to Agreement.

WHEREFORE, FPC and PRECO move that the Joint Petition be amended to the effect that any reference to the Agreement therein,

shall mean the Agreement as amended by Amendment No. 1 to Agreement.

DATED this 25th day of October, 1994.

  
\_\_\_\_\_  
J. Bradford Hines  
Corporate Counsel  
Florida Power Corporation  
Post Office Box 14042  
St. Petersburg, Florida 33733

  
\_\_\_\_\_  
Andrew B. Jackson  
Law Office of Andrew B.  
Jackson  
Post Office Box 2025  
Sebring, Florida 33871

Amendment No. 1 to Agreement

Section 0.1: THIS AMENDMENT, made and entered into this 25th day of October, 1994 by and between Florida Power Corporation ("FPC") and Peace River Electric Cooperative, Inc. ("PRECO"), each of which are corporations organized and existing under the laws of the State of Florida and electrical 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, FPC and PRECO entered into that certain territorial agreement (the "Agreement") dated February 28, 1994 wherein, subject to the approval of the Agreement by the Florida Public Service Commission (the Commission"), the Parties established territorial boundary lines for Polk, Hardee, Highlands and Osceola Counties; and

Section 0.3: WHEREAS, while the Agreement states that it includes Polk County, certain provisions of the Agreement inadvertently failed to reference Polk County with respect to certain transmission level customers; and

Section 0.4: WHEREAS, the Parties desire to amend the Agreement to correct these deletions of reference to Polk County;

Section 0.5: NOW, THEREFORE, in consideration of the premises aforesaid and the mutual covenants and agreements herein set forth, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I  
AMENDMENT

Section 1.1: Amendment to Exhibit "1". The Key Composite Map attached as page one to composite Exhibit "1" to the Agreement is hereby deleted in its entirety and is replaced by the map attached hereto as Exhibit "1". The remainder of composite Exhibit "1" to the Agreement is unchanged.

Section 1.2: Amendment to Exhibit "3". Exhibit "3" to the Agreement is hereby deleted in its entirety and is replaced by the list attached hereto as Exhibit "3".

Section 1.3: Amendment to Section 2.4. Section 2.4 of the Agreement is hereby amended by deleting the words "Hardee County" in the seventeenth line thereof and replacing same with the words "Hardee or Polk Counties".

ARTICLE II  
MISCELLANEOUS

Section 2.1: Incorporation of Certain Provisions. The provisions of Sections 8.2 and 8.3 of the Agreement are hereby incorporated herein by reference.

Section 2.2: Effective Date. This Amendment shall have no effect whatsoever until the Agreement and this Amendment have been approved by the Commission.

Section 2.3: Agreement Still Valid. Except as herein expressly modified, the Agreement remains in full force and effect and is hereby ratified and confirmed by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Amendment 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:

PEACE RIVER ELECTRIC COOPERATIVE, INC.

[Signature]  
Witness

By: [Signature]  
Title: General Manager

ATTEST:

FLORIDA POWER CORPORATION

[Signature]  
Witness

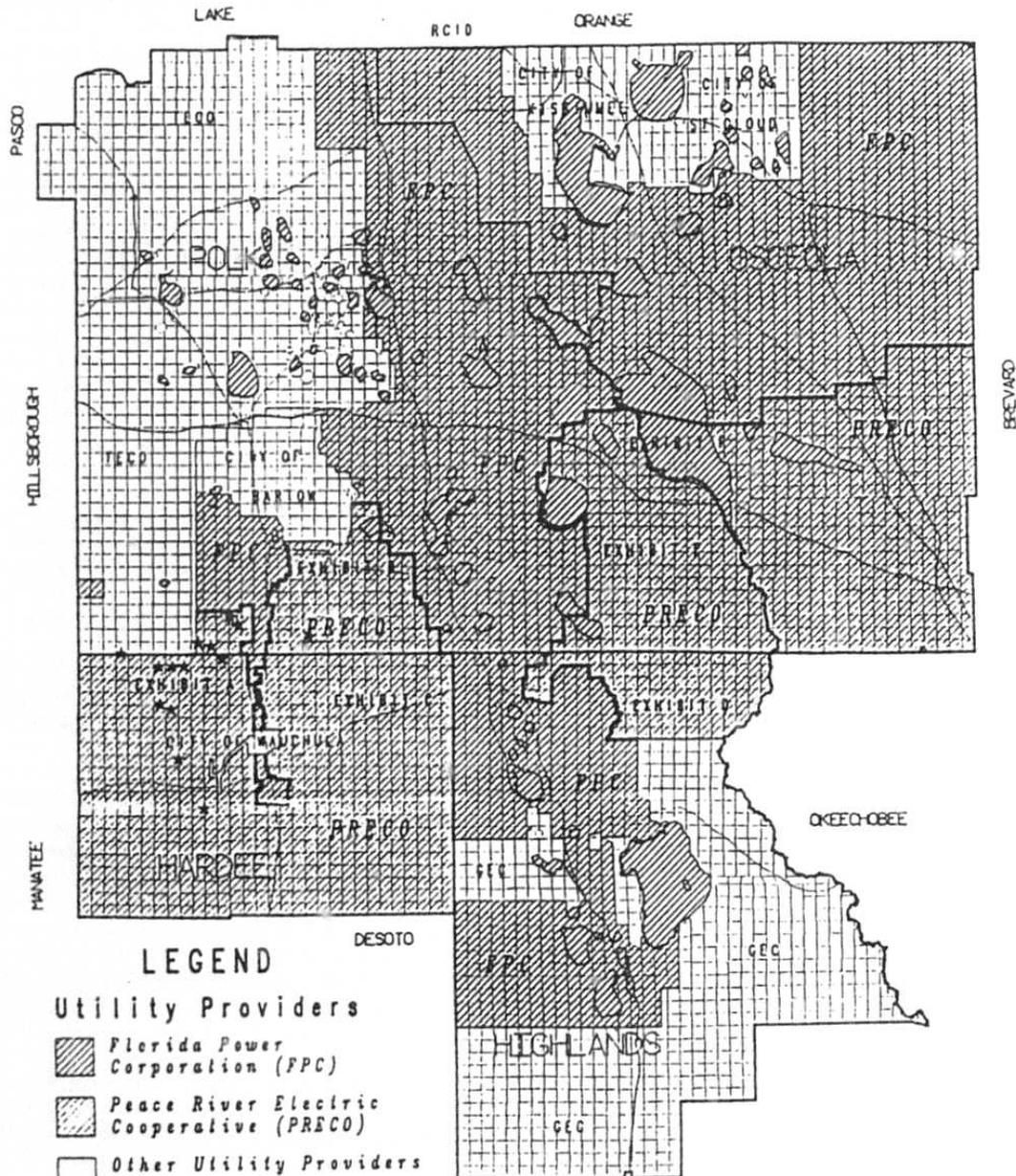
By: [Signature]  
Title: VICE PRESIDENT

APPROVED AS TO LEGALITY OF FORM:

By: [Signature]  
Legal Counsel (PRECO)

By: [Signature]  
Legal Counsel (FPC)

# FPC/PRECO TERRITORIAL AGREEMENT



## LEGEND

- Utility Providers**
-  Florida Power Corporation (FPC)
  -  Peace River Electric Cooperative (PRECO)
  -  Other Utility Providers
- Geographic Features**
-  Florida Power Corporation Transmission Voltage Customers Delivery Points
  -  County Boundaries
  -  Major Roads
  -  Section, Township, and Range Boundaries
  -  Water Bodies



SCALE

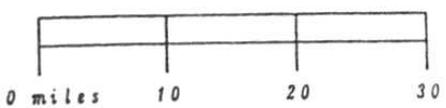


EXHIBIT "1"

EXHIBIT 3

FLORIDA POWER CORPORATION EXTRA-TERRITORIAL CUSTOMERS

Areas within Hardee and Polk Counties in which FPC has facilities established to serve phosphate mining operations. To the following customers, their successors and assignees:

HARDEE COUNTY

Cargill Fertilizer

T33S, R24E

All of Sections 9, 10, 11, 12, 13, 14, 15, 16

The north 1/2 of Sections 21, 22, 23, 24

T33S, R25E

All of Sections 6, 7, 18

Farmland

T35S, R23E

All of Sections 1, 12, 13, 24

T35S, R24E

All of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20

Mobil Mining & Minerals

T33S, R26E

All of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, 27, 28, 29, 32, 33, 34

T33S, R25E

All of Sections 1, 2, 11, 12, 13, 14, 23, 24

CF Industries

T33S, R24E

The South 1/2 of Sections 21, 22, 23, 24

The North 1/2 of Sections 1, 2, 3, 4

All of Sections 3, 4, 5, 6, 7, 8, 17, 18, 19, 20, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36

T33S, R23E

The South 1/2 of Sections 21, 22, 23, 24

All of Sections 25, 26, 27, 28, 33, 34, 35, 36

T34S, R24E

The North 1/2 of Sections 1, 2, 3, 4, 5, 6

T34S, R23E  
The North 1/2 of Sections 1, 2, 3, 4

IMC Agrico

T33S, R23E  
The North 1/2 of Sections 21, 22, 23, 24  
All of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 29, 30, 31,  
32

T34S, R23E  
All of Sections 5, 6, 7, 8, 17, 18, 19, 20, 29, 30, 31, 32

T34S, R24E  
The North 1/2 of Sections 14, 15, 16  
The South 1/2 of Sections 1, 2, 3, 4  
All of Sections 9, 10, 11, 12, 13, 24, 25, 26, 35, 36

T34S, R25E  
All of Sections 5, 6, 7, 8, 17, 18, 19, 20, 29, 30, 31, 32

USAC

T33S, R24E  
All of Sections 1, 2

POLK COUNTY

IMC-Agrico Company

T32S, R24E  
The east 1/2 of Sections 15, 22, 27, 34  
The South 1/2 of Sections 14, 13  
All of Sections 23, 24, 26, 27, 34, 35

Cargill Fertilizer

T32S, R25E  
The south 1/2 of Section 18  
All of Sections 17, 19, 20, 29, 30, 31, 32

Mobile Mining & Minerals

T32S, R25E  
All of Sections 11, 12, 13, 14, 15, 22, 23, 24, 25, 26, 27, 34, 35, 36

T32S, R26E

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ATTACHMENT A

All of Sections 8, 9, 10, 14, 15, 16, 17, 18, 19, 20, 21, 22, 27, 28, 29, 30, 31, 32, 33, 34

AGREEMENT

Section 0.1: THIS AGREEMENT, made and entered into this 28th day of February, 1994 by and between Florida Power Corporation, (herein called "FPC"), and Peace River Electric Cooperative, Inc. (herein called "PRECO"), each of which are corporations organized and existing under the laws of the State of Florida and electrical 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, PRECO, by virtue of Chapter 425, Florida Statutes, and the Charter issued to it thereunder, is authorized and empowered to furnish electricity and power to its members, governmental agencies and political subdivisions, and to other persons, as defined by the laws of Florida, and pursuant to such authority, presently furnishes electricity and power to members and customers; and

Section 0.3: WHEREAS, FPC is authorized, empowered and obligated by FPC's corporate charter and the laws of the State of Florida to furnish retail electric service to persons desiring to use such service within FPC's areas of service; and

Section 0.4: WHEREAS, each of the Parties presently furnishes retail electrical service to customers in areas of Polk, Hardee, Highlands, and Osceola Counties of Florida; and

Section 0.5: WHEREAS, PRECO furnishes retail electrical service to customers in areas of Manatee and Desoto Counties and FPC recognizes PRECO's right to continue to serve those portions of Manatee and Desoto Counties within PRECO's approved service area; and

Section 0.6: WHEREAS, the respective areas of service of the Parties are contiguous in many places, and the Parties seek to minimize costs to their respective rate payers by avoiding duplication of generation, transmission and distribution facilities; and

Section 0.7: WHEREAS, the Florida Public Service Commission (herein called the "Commission"), has previously recognized that any such duplication of facilities results in needless and wasteful expenditures and may create hazardous situations, both being detrimental to the public interest; and

Section 0.8: WHEREAS, the Parties desire to continue to avoid and eliminate the circumstances giving rise to potential duplications of facilities and hazardous situations, and in furtherance of such desire have established Territorial Boundary

Lines to delineate their respective retail Territorial Areas, subject to the approval of the Commission; and

Section 0.9: WHEREAS, the Commission is empowered by Section 366.04(2)(d), Florida Statutes, to approve territorial agreements and resolve territorial disputes between rural electric cooperatives and other electric utilities under its jurisdiction, has often recognized the wisdom of such territorial agreements, and has held that such agreements, when properly presented to the Commission, are advisable in proper circumstances, and, indeed, in the public interest;

Section 0.10: NOW, THEREFORE, in consideration of the premises aforesaid and the mutual covenants and agreements herein set forth the Parties 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 which circumscribe the geographic areas shown on the maps attached hereto as composite Exhibit "1", which differentiate and divide the PRECO Territorial Area from the FPC Territorial Area.

Section 1.2: PRECO Territorial Area. As used herein, the term "PRECO Territorial Area" shall mean the geographic area shown on composite Exhibit "1" and designated "PRECO".

Section 1.3: FPC Territorial Area. As used herein, the term "FPC Territorial Area" shall mean the geographic area shown on composite Exhibit "1" and designated "FPC".

Section 1.4: Transmission Line. As used herein, the term "Transmission Line" shall mean any electric line of either party having a rating of 69 kV or greater.

Section 1.5. Distribution Line. As used herein, the term "Distribution Line" shall mean any electric line of either party having a rating of up to, but not including 69 kV.

Section 1.6. Person. As used herein, the term "Person" shall have the same inclusive meaning given to it in Section 1.01(3), Florida Statutes.

Section 1.7. New Customer. As used herein, the term "New Customer" shall mean any person that applies to either PRECO or FPC for retail electric service after the effective date of this Agreement, other than a widow, widower, or divorced spouse of an Existing Customer who applies for service at the same location as that of the Existing Customer.

Section 1.8. Existing Customer. As used herein, the term "Existing Customer" shall mean any person receiving retail electric service from either PRECO or FPC on the effective date of this Agreement whose point of service is located in the territorial area of the other party as identified in Exhibit "2."

Section 1.9 Transmission Voltage Customers. As used herein, the term "Transmission Voltage Customers" shall mean those customers who receive service at transmission voltage within the area in which PRECO is the predominant supplier of retail electric service at distribution voltage listed in the attached Exhibit "3."

Section 1.10. 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 which results in the installation of a new point of service; 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 1.11. End-Use. As used in this agreement, the term "end-use" means the use of electric energy by a customer at a

geographic location where the electric energy is ultimately consumed.

Section 1.12. End-use Facilities As used in this agreement, the term "end-use facilities" means those facilities at a geographic location where the electric energy used by a customer is ultimately consumed.

## ARTICLE II

### AREA ALLOCATIONS AND NEW CUSTOMERS

Section 2.1: Territorial Allocations. Except as otherwise specifically provided herein, during the term of this Agreement PRECO shall have the exclusive authority to furnish retail electric service for end use within the PRECO Territorial Area and FPC shall have the exclusive authority to furnish retail electric service for end use within the FPC Territorial Area.

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 of this 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 the customer's end-use facilities 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. In the event any such temporary service exceeds a period of one year, the Parties shall submit a list of said temporary services exceeding one year to the Florida Public Service Commission for approval in accordance with Article V, Section 5.1 hereof.

Subject to the exceptions for temporarily providing service provided for in the immediately preceding paragraph, 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: Elimination of Overlapping Services. Each party shall, subject to the provisions of this Section of this Agreement, continue to serve their respective Existing Customers even though the service location or the end use facilities of such Existing Customers are located in the Territorial Area of the other party on

the date of the approval of this Agreement by the Commission. This Section of this Agreement shall also apply to additional requirements for electric service by Existing Customers at their existing locations, subject to the "Change in Use" limitations set forth in this Section of this Agreement. A widow, a widower or divorced spouse of an Existing Customer of either party listed on Exhibit "2" who remains at the same service location shall be considered an Existing Customer and included in the definition of "Existing Customer" in Section 1.8 above. If there is a "Change in Use", as defined in Section 1.10 above, of the real property at a location at which an Existing Customer receives service, the person receiving such service shall cease to be considered an Existing Customer and electric service at that location shall be provided by the party in whose Territorial Area the real property is located. The parties agree to use reasonable efforts to eliminate, during the term of this Agreement, electric services by either party in the retail service areas of the other party. This effort shall include the identification of potential customer and facilities transfers which would eliminate duplication of facilities or avoid hazardous conditions. Neither party shall be obligated to effect any such transfers, and any transfers would be subject to review and approval by the Florida Public Service Commission.

Section 2.4 Service to Transmission Voltage Customers FPC serves a significant number of customers who receive service at

transmission voltage within the area in which PRECO is the predominant supplier of retail electric service at distribution voltage. In order to avoid uneconomic duplication of service of facilities and customers, the Parties have agreed that FPC will continue providing service at transmission voltages to all the retail customers in the territory to be allocated to PRECO that FPC presently serves at such voltages. A list of these Transmission Voltage Customers and the townships, ranges, and sections within which they presently receive such service are listed in Exhibit "3." FPC shall continue to serve the present and future electrical requirements of the Transmission Voltage Customers listed in Exhibit "3", their successors or assigns, at their present locations and expansions thereof within area in which PRECO is the predominant supplier of retail electric service at distribution voltage in Hardee County. This right to service at existing locations and expansions of the services shall not expand beyond those areas designated in Exhibit "3."

Section 2.5 Transfer of Facilities. Upon the transfer of any customer or customers pursuant to this Agreement, the transferring party may, if it desires, offer to sell and the receiving party may, if it desires, purchase the distribution facilities of the transferring party previously used solely to serve the transferred customer or customers for the replacement cost of such facilities, less depreciation.

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 "4").

ARTICLE IV

OPERATION AND MAINTENANCE

Section 4.1: Facilities to Remain. Except as expressly provided herein, a generating plant, transmission line, substation, distribution line or related facility now or hereafter constructed or used by either party in conjunction with its electric utility system, which is directly or indirectly used and useful in service to its customers by either of the Parties, shall be allowed to remain where situated and shall not be subject to removal or transfer hereunder; provided, however, that each party shall operate and maintain all such plants, lines, substations or facilities in such a manner as to minimize any interference with the operations of the other party.

Section 4.2: PRECO Facilities to be Served Nothing herein shall be construed to prevent or in any way inhibit the right and authority of PRECO to serve any facility of PRECO located in the FPC Territorial Area; provided, however, that PRECO shall construct, operate, and maintain its lines and facilities in such a manner as to minimize any interference with the operations of 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 facility of FPC located in the PRECO Territorial Area; provided, however, that FPC shall construct, operate, and maintain its lines and facilities in such a manner as to minimize any interference with the operations of PRECO in the PRECO Territorial Area.

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 prerequisite 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: No Liability in the Event of Disapproval. In the event approval of this Agreement pursuant to Section 5.1 hereof

is not obtained, neither party will have any cause of action against the other arising under this document or on account of such nonattainment of approval.

## ARTICLE VI

### DURATION

Section 6.1: This Agreement shall continue and remain in effect for a period of twenty five (25) years from the date of the Florida Public Service Commission's initial Order approving this Agreement, and shall be automatically renewed for additional twenty five (25) year periods unless either party gives written notice to the other of its intent not to renew at least six (6) months prior to the expiration of any twenty five (25) year period; provided, however, that each such renewal of this Agreement shall require prerequisite approval of the Commission with the same effect as the original Commission approval of this Agreement as required and provided for in Article V hereof.

## ARTICLE VII

### CONSTRUCTION OF AGREEMENT

Section 7.1: 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 approving territorial agreements between and among rural electric cooperatives, municipal electric utilities, and other electric utilities under its jurisdiction; to further this State's policy of actively regulating and supervising the service territories of electric utilities; and supervising the planning, development, and maintenance of a coordinated electric power grid throughout Florida; and avoiding uneconomic duplication of transmission and distribution facilities,

ARTICLE VIII

MISCELLANEOUS

Section 8.1: Negotiations. Regardless of any other terms or conditions that may have been discussed during the negotiations leading up to the execution of this Agreement, the only terms or conditions agreed upon by the parties 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 of the parties and approved by the Commission in accordance with Article V, Section 5.1 hereof.

Section 8.2: Successors and Assigns; for Benefit Only of Parties. This Agreement shall be binding upon the Parties hereto and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended, or shall be construed,

to confer upon or give to any person other than the Parties hereto, or their respective successors or assigns, any right, remedy, or claim under or by reason of this Agreement, or any provision or condition hereof; and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of the Parties or their respective successors or assigns.

Section 8.3: Notices. Notices given hereunder shall be deemed to have been given to PRECO if mailed by certified mail, postage prepaid, to Richard Maenpaa, General Manager, Peace River Electric Cooperative, Inc., P.O. Box 1310, Wauchula, FL 33878, and to FPC if mailed by certified mail, postage prepaid to Patricia A. Brown, Resident Agent for service of process, or her successor, Legal Department, Florida Power Corporation, 3201 Thirty-Fourth Street South, St. Petersburg, Florida 33711. The person or address to which such notice shall be mailed may, at any time, be changed by designating a new person or address and giving notice thereof in writing in the manner 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:

PEACE RIVER ELECTRIC  
COOPERATIVE, INC.

Secretary

BY

(SEAL)

ATTEST:

FLORIDA POWER CORPORATION

Witness

BY   
Executive Vice President

(SEAL)

APPROVED AS TO LEGALITY OF FORM:

By:   
Legal Counsel (PRECO)

By:   
Legal Counsel (FPC)

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*Peace River Electric Cooperative, Inc.*

# *Customer List*

Lee A. Fennell  
Rt. 1 Box 58 D  
Bowling Green, FL 33834  
Acct. # 918401

W.E. Fickner  
Rt. 1 Box 43  
Bowling Green, FL 33834  
Acct. # 540301

Jim L. Frazier  
3472 S.R. 64 W  
Avon Park, FL 33825  
Acct. # 2365202

Jim L. Frazier  
2472 SR 64 W  
Avon Park, FL 33825  
Acct. # 2365201

Henry David Gilliard, Jr.  
Skipper Place  
P.O. Box 491  
Zolfo Springs, FL 33890  
Acct. # 1068202

Henry David Gilliard, Jr.  
Joiner House  
P.O. Box 491  
Zolfo Springs, FL 33890  
Acct. # 1068203

Henry David Gilliard, Jr.  
3 HP Pump, Vance Grove  
P.O. Box 491  
Zolfo Springs, FL 33890  
Acct. # 1068204

Ethei Gillispie  
1720 S. Orange Ave.  
Ft. Meade, FL 33841  
Acct. # 128401

Zebbie Lane Gillispie  
1560 S. Orange Ave.  
Ft. Meade, FL 33841  
Acct. # 1092301

John B. Goff  
33131 Oil Well Road #19  
Punta Gorda, FL 33955  
Acct. # 2385102

John B. Goff  
33131 Oil Well Rd., #19  
Punta Gorda, FL 33955  
Acct. # 2385101

John J. Gramlick  
P.O. Box 790  
Bowling Green, FL 33834  
Acct. # 3943601

Mary E. Green  
P.O. Box 685  
Wauchula, FL 33873  
Acct. # 3177501

E.C. Harlan  
60 Paula Drive  
Wauchula, FL 33873  
Acct. # 148601

Robert D. Helveston  
Suite A  
320 S. 6th Ave.  
Wauchula, FL 33873  
Acct. # 3059402

Robert D. Helveston  
72 McEwen Road  
Wauchula, FL 33873  
Acct. # 3059401

Hilda Herrera  
Rt. 1 Box 57-A1  
Bowling Green, FL 33834  
Acct. # 1684001

Highlands Hammock State Park  
5931 Hammock Road  
Sebring, FL 33872  
Acct. # 1069201

Highlands Hammock State Park  
5931 Hammock Road  
Sebring, FL 33872

C.M. Knight  
Rt. 1 Box 257A  
Wauchula, FL 33873  
Acct. # 200803

Opal Knight  
Rt. 1 Box 258  
Wauchula, FL 33873  
Acct. # 200803

Dolores J. Alaniz  
Rt. 1 Box 58-C  
Bowling Green, FL 33834  
Acct. # 1017601

Alico, Inc.  
P.O. Box 245  
Frostproof, FL 33843  
Acct. # 10903

Albert Anders  
5951 Hammock Road  
Sebring, FL 33872  
Acct. # 2418701

James R. Anderson  
2905 S. 17  
Ft. Meade, FL 33841  
Acct. # 4246301

Peter Anderson  
5951 Hammock Road  
Sebring, FL 33872  
Acct. # 2418901

Rick R. Baine  
P.O. Box 1054 #2  
Zolfo Springs, FL 33890  
Acct. # 3579301

Phillip H. Barnett  
P.O. Box 1476  
Wauchula, FL 33873  
Acct. # 3631401

Roy B. Barnett, Sr.  
2 HP Pump  
P.O. Box 783  
Wauchula, FL 33873  
Acct. # 1795501

Edward Bryan Benton  
Rt. 1 Box 255A  
Wauchula, FL 33873  
Acct. # 4410501

Cruz G. Blas  
c/o Ramiro Bariones  
P.O. Box 1047  
Bowling Green, FL 33834  
Acct. # 1948601

Guadalupe Blas, Sr.  
Rt. 1 Box 41-D  
Bowling Green, FL 33834  
Acct. # 848102

Jack M. Brooks  
P.O. Box 477  
Highland City, FL 33846  
Acct. # 2695702

Maria Carrero  
Rt. 1 Box 57AA  
Bowling Green, FL 33834  
Acct. # 3712201

Maria Carrero  
Rt. 1 Box 57AA  
Bowling Green, FL 33834  
Acct. # 3712202

Jack W. Cockran  
Knight Rd.  
P.O. Box 1939  
Wauchula, FL 33873  
Acct. # 2026104

Dan E. Davis  
Rt. 1 Box 255R  
Wauchula, FL 33873  
Acct. # 3756801

Dan E. Davis  
Rt. 1 Box 255R  
Wauchula, FL 33873  
Acct. # 3756802

John B. and Mary S. Dease  
1051 Dawes Rd.  
Frostproof, FL 33843  
Acct. # 2910201

Economy Auto Parts, Inc.  
c/o Westside Auto Parts  
Rt. 1 Box 254AA  
Acct. # 33834

Joe Evans  
P.O. Box 934  
Frostproof, FL 33843  
Acct. # 4292101

David Fennell  
P.O. Box 25  
Bowling Green, FL 33834  
Acct. # 4056202

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Opal Knight  
10 HP Pump  
Rt. 1 Box 258  
Wauchula, FL 33873  
Acct. # 200804

Michael Lamb  
57 Graham Road  
Avon Park, FL 33825  
Acct. # 3565001

Loyd M. Larramore  
2080 J. Jackson Rd. S.  
Ft. Meade, FL 33841  
Acct. # 207401

Barbara E. Leighton  
P.O. Box 123  
Frostproof, FL 33843  
Acct. # 3641801

Linda's Little Bargain House  
Rt. 1 Box 42C  
Bowling Green, FL 33834  
Acct. # 3082501

Linda's Little Bargain House  
Rt. 1 Box 42C  
Bowling Green, FL 33834  
Acct. # 3082502

Little Charlie Creek/Billboard  
P.O. Box 815  
Wauchula, FL 33873  
Acct. # 3337931

Kyle Mason  
Cottage Road #40  
5931 Hammock Road  
Sebring, FL 33872  
Acct. # 3620201

Leonard E. Miller  
Car Shoppe  
Rt. 1 Box 254 B  
Wauchula, FL 33873  
Acct. # 550402

J.B. Milligan, Jr.  
85 Airport Road  
Wauchula, FL 33873  
Acct. # 1546001

Denny Monts De Oca  
10 N Graham Road  
Avon Park, FL 33825  
Acct. # 2229301

Denny Monts De Oca  
Small Pump  
10 N Graham Rd  
Avon Park, FL 33825  
Acct. # 2229302

Rigoberto Olmos  
Rt 1 Box 41A  
Bowling Green, FL 33834  
Acct. # 4192201

Genevive Perin  
Rt 1 Box 255  
Wauchula, FL 33873  
Acct. # 276502

Donald T. Pollitt, Jr.  
198 N. Graham Road  
Avon Park, FL 33825  
Acct. # 2305601

Michael J. Pollitt  
P.O. Box 84  
Avon Park, FL 33825  
Acct. # 2404301

Robert A. Randall  
40 HP Pump  
6305 Snell Road  
Bartow, FL 33830  
Acct. # 774802

Ratliff Groves  
7.5 HP Pump c/o Leland Carlitc  
2216 Spyglass Hill CR  
Valrico, FL 33594  
Acct. # 2066201

Bobby Respress  
1701 Hwy 630 W  
Frostproof, FL 33843  
Acct. # 2979201

Revell Harvesting, Inc.  
c/o Tommy Everhart  
P.O. Box 382  
Wauchula, FL 33873  
Acct. # 2035001

Jonnie Revell  
4 HP Pump  
Rt. 1 Box 124  
Bowling Green, FL 33834  
Acct. # 298003

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ATTACHMENT A

Anna Belle Rickels  
c/o Ralph Rickels  
P.O. Box 507  
Zolfo Springs, FL 33890  
Acct. # 303001

Ralph W. Rickels  
P.O. Box 507  
Zolfo Springs, FL 33890  
Acct # 1076201

Irma Rivera  
Rt. 1 Box 58CC  
Bowling Green, FL 33834  
Acct. # 4176201

Manuel Rivera  
c/o Maria Rivera-  
Rt. 1 Box 58 B  
Bowling Green, FL 33834  
Acct. # 891001

Davis Roberts  
P.O. Box 601  
Ft. Meade, FL 33841  
Acct. # 305501

Johnny L. Robinson  
86 Johns Rd.  
Wauchula, FL 33873  
Acct. # 1354002

Johnny L. Robinson  
86 Johns Rd.  
Wauchula, FL 33873  
Acct. # 1354001

Charles E. Rowland  
501 S. Waldron  
Avon Park, FL 33825  
Acct. # 3679201

Nancy D. Russell  
1820 Mt. Pisgah Rd.  
Ft. Meade, FL 33841  
Acct. # 4444101

Gerald H. Shiver  
1023 Dawes Rd.  
Frostproof, FL 33843  
Acct. # 2920301

E.K. Smith  
3040 US Hwy 17 S  
Ft. Meade, FL 33841  
Acct. # 335101

Sprint-United Telephone  
Pair Gain  
2820 Cargo Street  
Ft. Myers, FL 33816  
Acct. # 368036

Bill Staton  
Staton Auto Sales  
Rt. 1 Box 254 B  
Wauchula, FL 33873  
Acct. # 1020509

James T. Taylor, Jr.  
1033 Dawes Rd.  
Frostproof, FL 33843  
Acct. # 4368901

David Trammell  
205 N. 10th Ave.  
Wauchula,, FL 33873  
Acct. # 1825401

Wendell A. Turner  
P.O. Box 3  
Wauchula, FL 33873  
Acct. # 366101

Thomas C. Underwood  
302 E. Bay Street  
Wauchula, FL 33873  
Acct. # 798201

Ribert Lewis Williams  
13 N. Graham Rd.  
Avon Park, FL 33825  
Acct. # 3301001

Ferrell M. Williams  
51 N. Graham Rd.  
Avon Park, FL 33825  
Acct. # 800502

Ferrell M. Williams  
51 N. Graham Rd.  
Avon Park, FL 33825  
Acct. # 800501

Nellie M. Wills  
2012 Henry Ave.  
Middletown, Ohio 45042  
Acct. # 959601

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Nellie M. Wills  
2012 Henry Ave.  
Middletown, Ohio 45042  
Acct. # 959602

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*Florida Power Corporation*

*Customer List*

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John D. Hammett  
5005 Greyhound Avenue  
Lake Wales, FL 33853  
Acct. # 59200522402

H.L. Broadrick  
1675 S. Floral Av.  
Bartow, FL 33830  
Acct. # 59202329401

ATTACHMENT A

James V. Iorio  
Lake Wales Estates  
5095 Greyhound Ave.  
Lake Wales, FL 33853  
Acct. # 59202330201

Chalmer Seay  
P.O. Box 740  
Babson Park, FL 33827  
Acct. # 59200522801

James P. Seay  
8350 Lk. Buffum Rd.  
Ft. Meade, FL 33841  
Acct. # 59200522601

John L. Radford  
1090 Rhoden Rd.  
Ft. Meade, FL 33841  
Acct. # 59200528601

John W. McCoy  
1490 E. Lake Buffum Road  
Ft. Meade, FL 33841  
Acct. # 59200528402

Martha R. Pickett  
1650 E. Buffum Rd.  
Ft. Meade, FL 33841  
Acct. # 59200527851

Terrell R. Spivey  
1670 Lake Buffum Rd. E.  
Ft. Meade, FL 33841  
Acct. # 59200527201

Tilton Jacobs, Jr.  
1810 E. Lake Buffum Road, #4  
Ft. Meade, FL 33841  
Acct. # 59200526004

Tilton Jacobs, Jr.  
1810 E. Lake Buffum Road, #3  
Ft. Meade, FL 33841  
Acct. # 59200526204

Danny Kinchen  
1660 Lake Buffum Rd. E.  
Ft. Meade, FL 33841  
Acct. # 59200527402

Stella L. Osborne  
118 S Martin Rd  
Lake Wales, FL 33853  
Acct. # 59200527601

Tilton Jacobs, Jr.  
1810 Lake Buffum Rd. E.  
Ft. Meade, FL 33841  
Acct. # 59200525901

Grady F. Thompson  
1590 Lake Buffum Rd. E.  
Ft. Meade, FL 33841  
Acct. # 59200528201

Tilton Jacobs, Jr.  
1810 E. Lake Buffum Rd #2  
Ft. Meade, FL 33841  
Acct. # 59200526403

Tilton Jacobs, Jr.  
1810 E. Lake Buffum Road, #1  
Ft. Meade, FL 33841  
Acct. # 59200526604

Tilton Jacobs, Jr.  
1810 E. Lake Buffum Rd. #5  
Ft. Meade, FL 33841  
Acct. # 59200526802

Tilton Jacobs, Jr.  
1810 Lake Buffum Rd. E.  
Ft. Meade, FL 33841  
Acct. # 59200525801

Jerry Keen  
9825 Hwy 60 East  
Lake Wales, FL 33853  
Acct. # 59108005401

Jerry Keen  
9825 Hwy 60 East  
Lake Wales, FL 33853  
Acct. # 59108005602

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Jerry Keen  
9825 Hwy 60 E  
Lake Wales, FL 33853  
Acct. # 59108005201

W.R. Fewox  
c/o D. Hooks  
6301 Hwy 630 E.  
Frostproof, FL 33843  
Acct. # 55044564001

Jo Anne Iacobacci  
7500 Hwy 630 E.  
Frostproof, FL 33843  
Acct. # 55044560001

Anna H. Richardson  
7550 S.R. 630 East  
Frostproof, FL 33843  
Acct. # 55044562001

Anna H. Richardson  
7550 SR 630 E  
Frostproof, FL 33843  
Acct. # 55044558001

George G. Miller  
P.O. Box 7235  
Ind Lk Est, FL 33855  
Acct. # 55044561001

Eunice Herko  
765 Hwy 630 E.  
Frostproof, FL 33843  
Acct. # 55044560501

Cablevision of Central FL  
2806 Recker Hwy  
Winter Haven, FL 33880  
Acct. # 59080217402

Miriam P. Carrion  
504 N. Pine Av.  
Ft. Meade, FL 33841  
Acct. # 59133610806

Cablevision of Central Fl  
2806 Recker Hwy  
Winter Haven, FL 33880  
Acct. # 59080217202

Mike W. Martin  
410 S. 6th  
Wauchula, FL 33873  
Acct. # 53142001502

Charles C. Adler, Jr.  
P.O. Box 276  
Bowling Green, FL 33834  
Acct. # 53142001701

Joan Hindley Tayntor  
P.O. Box 1113  
Wauchula, FL 33873  
Acct. # 53153045001

Joan Hindley Tayntor  
P.O. Box 1113  
Wauchula, FL 33873  
Acct. # 53153045251

H.H. Shiver  
Rt. 1 Box 78  
Wauchula, FL 33873  
Acct. # 53122009001

Charles F. Norwood  
Rt. 1 Box 80  
Wauchula, FL 33873  
Acct. # 53122008008

Minor L. Bryant  
Rt. 1 Box 112  
Bowling Green, FL 33834  
Acct. # 53122009052

James L. Shiver  
Rt. 1 Box 78-A  
Wauchula, FL 33873  
Acct. # 53122009203

Eugene R. Pope  
Rt. 1 Box 78-C  
Wauchula, FL 33873  
Acct. # 53122009791

Eugene R. Pope  
Rt. 1 Box 78-C  
Wauchula, FL 33873  
Acct. # 53122010005

Ernest J. Miller  
Rt. 1 Box 78-Y  
Wauchula, FL 33873  
Acct. # 53122010402

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ATTACHMENT A

Ernest J. Miller  
Rt. 1 Box 78-Y  
Wauchula, FL 33873  
Acct. # 53122010501

Marshall Roberts  
Rt. 1 Box 79  
Wauchula, FL 33873  
Acct. # 53122010609

Charles F. Norwood  
Rt. 1 Box 80  
Wauchula, FL 33873  
Acct. # 53122008206

Charles F. Norwood  
Rt. 1 Box 80  
Wauchula, FL 33873  
Acct. # 53122008301

Charles F. Norwood  
Rt. 1 Box 80  
Wauchula, FL 33873  
Acct. # 53122008706

Dewey M. Terrell  
P.O. Box 966  
Wauchula, FL 33873  
Acct. # 53122011501

James Carlton  
P.O. Box 1853  
Wauchula, FL 33873  
Acct. # 53142079002

School Board of Hardee County  
N. Wauchula Elementary  
P.O. Box 1678  
Wauchula, FL 33873  
Acct. # 53142071001

Mrs. Lincoln Cathcart  
P.O. Drawer 1447  
Ponte Gorda, FL 33951  
Acct. # 53142078001

Billy Hill  
P.O. Box 1724  
Wauchula, FL 33873  
Acct. # 53142063209

Khalidon Ottallah  
P.O. Box 1216  
Bowling Green, FL 33834  
Acct. # 53142080005

Leonard E. Northrup, Jr.  
Rt. 1 Box 20-A  
Wauchula, FL 33873  
Acct. # 53142080207

Clifton N. Timmerman  
P.O. Box 1709  
Wauchula, FL 33873  
Acct. # 53142081203

Bruce Anderson  
Rt. #1 - Box 19A  
Wauchula, FL 33873  
Acct. # 53142081404

Gerald Kapusta  
Rt. #1 Box 19 AA  
Wauchula, FL 33873  
Acct. # 53142080401

John K. Nicholson  
Rt. 1 Box 19  
Wauchula, FL 33873  
Acct. # 53142080609

Jim L. Armstrong  
P.O. Box 2395  
Wauchula, FL 33873  
Acct. # 53142080804

John L. Parker  
Rt. 1 Box 18-A  
Wauchula, FL 33873  
Acct. # 53142081001

School Board Hardee County  
N. Wauchula Elementary School  
P.O. Box 1678  
Wauchula, FL 33873

David Eugene Miller  
P.O. Box 640  
Wauchula, FL 33873  
Acct. # 53142063704

Douglas Heflin  
Hardee County Plumbing  
P.O. box 836  
Wauchula, FL 33873

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George I. Rosenberg  
Rt. 1 Box 29-G  
Wauchula, FL 33873  
Acct. # 53142068007

Wayne Bass  
dba Frontier Firearms  
Rt. 1 Box 29-M  
Wauchula, FL 33873  
Acct. # 53142068202

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George I. Rosenberg, Sr.  
dba George's Quality Mower  
P.O. Box 1464  
Wauchula, FL 33873  
Acct. # 53142068408

J&F Mini Warehouse  
c/o Ofelia Juarez  
P.O. Box 373  
Wauchula, FL 33873  
Acct. # 53142068604

Don Evors  
Rt. 1 Box 29-H  
Wauchula, FL 33873  
Acct. # 53142068651

Don Evors  
Rt. 1 Box 29-H  
Wauchula, FL 33873  
Acct. # 53142068701

Don Evors  
Rt. 1 Box 29-H  
Wauchula, FL 33873  
Acct. # 53142068752

Mo-Bo Enterprises Inc.  
P.O. Box 1899  
Pompano Beach, FL 33061  
Acct. # 53142042951

Mo-Bo Enterprises, Inc.  
P.O. Box 1899  
Pompano Beach, FL 33061  
Acct. # 53142043012

Mo-Bo Enterprises, Inc.  
P.O. Box 1899  
Pompano Beach, FL 33061  
Acct. # 53142043051

Rosa Torres  
Rt. 1 Box 37-B  
Bowling Green, FL 33834  
Acct. # 53142010009

City of Bowling Green  
P.O. Box 608  
Bowling Green, FL 33834  
Acct. # 53060525001

DAB Constructors, Inc.  
P.O. Box 1589  
Inglis, FL 34449  
Acct. # 53142009001

City of Bowling Green  
P.O. Box 608  
Bowling Green, FL 33834  
Acct. # 53060599901

City of Bowling Green  
P.O. Box 608  
Bowling Green, FL 33834  
Acct. # 53061174001

Dennis Lanier  
300 Causey Rd.  
Wauchula, FL 33873  
Acct. # 53153043001

Frances Causey  
Rt. 3 Causey Rd.  
Wauchula, FL 33873  
Acct. # 53153042501

William Walker White  
c/o Curtis Mathis Hec  
P.O. Box 954  
wauchula, FL 33873  
Acct. # 53204004051

Inactive account  
US 17  
Bowling Green, FL 33834  
Acct. # 53142068453

Inactive account  
4500 US Hwy 17 N  
Wauchula, FL 33873  
Acct. # 53142064002

Inactive account  
Mott Road  
Wauchula, FL 33873  
Acct. # 53122010207

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Inactive account  
1590 E. Lake Buffum Road  
Ft. Meade, FL 33841  
Acct. # 59200528002

Inactive account  
Lt 16 E Lake Buffum Rd.  
Ft. Meade, FL 33841  
Acct. # 59200527002

Inactive account  
1650 E. Buffum Rd.  
Ft. Meade, FL 33841  
Acct. # 59200527804

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**FLORIDA POWER CORPORATION TRANSMISSION VOLTAGE CUSTOMERS**

Areas within Hardee County in which FPC has facilities established to serve phosphate mining operations. To the following customers, their successors and assignees:

**Cargill Fertilizer**

T33S, R24E

All of Sections 9, 10, 11, 12, 13, 14, 15, 16

The north 1/2 of Sections 21, 22, 23, 24

T33S, R25E

All of Sections 6, 7, 18

**Farmland**

T35S, R23E

All of Sections 1, 12, 13, 24

T35S, R24E

All of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20

**Mobil Mining & Minerals**

T33S, R26E

All of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, 27, 28, 29, 32, 33, 34

T33S, R25E

All of Sections 1, 2, 11, 12, 13, 14, 23, 24

**CF Industries**

T33S, R24E

The South 1/2 of Sections 21, 22, 23, 24

The North 1/2 of Sections 1, 2, 3, 4

All of Sections 3, 4, 5, 6, 7, 8, 17, 18, 19, 20, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36

T33S, R23E

The South 1/2 of Sections 21, 22, 23, 24

All of Sections 25, 26, 27, 28, 33, 34, 35, 36

T34S, R24E

The North 1/2 of Sections 1, 2, 3, 4, 5, 6

T34S, R23E

The North 1/2 of Sections 1, 2, 3, 4

**IMC Agrico**

ORDER NO. PSC-94-1522-FOF-EU  
DOCKET NO. 940376-EU  
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ATTACHMENT A

T33S, R23E

The North 1/2 of Sections 21, 22, 23, 24

All of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 29, 30, 31, 32

T34S, R23E

All of Sections 5, 6, 7, 8, 17, 18, 19, 20, 29, 30, 31, 32

T34S, R24E

The North 1/2 of Sections 14, 15, 16

The South 1/2 of Sections 1, 2, 3, 4

All of Sections 9, 10, 11, 12, 13, 24, 25, 26, 35, 36

T34S, R25E

All of Sections 5, 6, 7, 8, 17, 18, 19, 20, 29, 30, 31, 32

USAC

T33S, R24E

All of Sections 1, 2