

JUL 6 1998

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

CLERK, SUPREME COURT

By _____
Chief Deputy Clerk

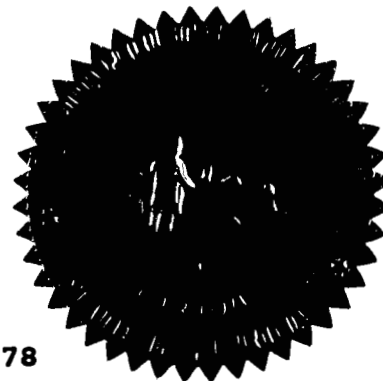
In the Matter of

DOCKET NO. 930885-EU

Petition to resolve territorial
dispute with Gulf Coast
Electric Cooperative, Inc. by
Gulf Power Company.

VOLUME 6

Pages 708 through 778



PROCEEDINGS:

MEETING AND FIELD VISIT

BEFORE:

CHAIRMAN JULIA JOHNSON
COMMISSIONER J. TERRY DEASON
COMMISSIONER SUSAN F. CLARK

DATE:

Wednesday, June 18, 1997

TIME:

Commenced at 10:00 a.m. (CST)

PLACE:

South Bay and Washington Counties

REPORTED BY:

JOY KELLY, CSR, RPR
Chief, Bureau of Reporting
(904) 413-6732

DOCUMENT FILED DATE
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1 **APPEARANCES:**

2 **JOHN H. HASWELL**, Chandler, Lang & Haswell,
3 P.A., Post Office Box 23879, Gainesville, FLorida
4 32602, and **J. PATRICK FLOYD**, 408 Long Avenue, Port St.
5 Joe, Florida 32456, appearing on behalf **Gulf Coast**
6 **Electric Cooperative, Inc.**

7 **JEFFREY A. STONE** and **RUSSELL A. BADDERS**,
8 Beggs & Lane, 700 Blount Building, 3 West Garden
9 Street, Post Office Box 12950, Pensacola, Florida
10 32576-2950, appearing on behalf of **Gulf Power Company.**

11 **VICKI JOHNSON**, Florida Public Service
12 Commission, Division of Legal Services, and
13 **ROBERTA BASS**, Division of Electric & Gas, 2540 Shumard
14 Oak Boulevard, Tallahassee, Florida 32399-0850, and
15 appearing on behalf of the **Commission Staff.**

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1 (Transcript follows in sequence from
2 Volume 4.)
3

4 (At Gulf Power Company's Panama City office auditorium,
5 1230 East 15 Street, Panama City, Florida)
6

7 **ARRIVE: 10:00 a.m. CST**
8

9 **CHAIRMAN JOHNSON:** We're going to go ahead
10 on the record. Counsel, would you read the notice?

11 **MS. JOHNSON:** By notice issued June 3rd,
12 1997, this time and place was set for a meeting and
13 field visit in 930885-EU, petition to resolve
14 territorial dispute by Gulf Coast and Gulf Power to
15 permit the Florida Public Service Commission to view
16 areas in South Washington and Bay Counties where the
17 facilities of Gulf Coast Electric Cooperative, Inc.
18 and Gulf Power Company are in close proximity or
19 commingled. The notice provided that the itinerary
20 would be provided at the start of today's meeting.

21 **CHAIRMAN JOHNSON:** Take appearances.

22 **MR. STONE:** Jeff Stone and Russell Badders
23 appearing on behalf of Gulf Power.

24 **MR. HASWELL:** John Haswell, Chandler, Lang &
25 Haswell, appearing on behalf of Gulf Coast.

1 **MR. FLOYD:** Patrick Floyd on behalf of Gulf
2 Coast.

3 **MS. JOHNSON:** Vicki Johnson on behalf of the
4 Commission Staff.

5 **CHAIRMAN JOHNSON:** Are there any preliminary
6 matters?

7 **MR. HASWELL:** Yes, ma'am, I think we have
8 agreed on an itinerary, which Mr. Badders and I
9 circulated, which included a description, narrative
10 description, of the route we're going to take and also
11 some maps. And both parties have reviewed the maps
12 and itinerary and we've agreed on that.

13 **MR. FLOYD:** Let me add one point. In
14 looking at them I think particularly as you get into
15 Washington Counties there are some shortcuts compared
16 to what this map is, and as we get to that particular
17 point, as we see it, I've asked them to point it out
18 so we can save as much time as possible to get from
19 one location to the other. It might not be this exact
20 one, but where we can take a shortcut to the next one
21 we'll mention that and move in that direction.

22 **CHAIRMAN JOHNSON:** Okay. Are there any
23 other preliminary matters?

24 I'd just like to note that a notice was
25 issued, it was just read, and if there are members of

1 the public who wish to participate and require
2 transportation, that the Commission has transportation
3 available for any of those members of the public.

4 Are there any members of the public here
5 that would like to participate? Or are there any
6 members of the public that would just like to make a
7 comment? Yes, we have two.

8 What we'll do, because your involvement will
9 be considered a part of this official record we can
10 rely upon in making our final determination, I'll
11 swear you in; allow you to just stand and then make
12 your comments.

13 (Both witnesses sworn.)

14 We'll start with you, ma'am, if you can
15 stand and give us your name and your address, please?

16 - - - - -

17 **CAROL ATKINSON**

18 appeared as a witness and, having been duly sworn,
19 testified as follows:

20 **DIRECT STATEMENT**

21 **WITNESS ATKINSON:** My name is Carol Atkinson
22 and I'm representing the Bay County Commission, County
23 Commissioners, District 1. With me is Steve McLellan
24 with our Public Works Department -- Public Utilities
25 Department. And he's here to answer any technical

1 questions that might arise with regard to the Bay
2 County service area, and in particular with regard to
3 the Williams Bayou area where our pumping station is
4 located, which pumps the water to our water treatment
5 plant.

6 We have formally submitted a written
7 document indicating that we are not in favor of
8 transferring that particular area from Gulf to anyone
9 else, but in particular we are concerned with the
10 rates -- our indication is that the rate at that
11 industrial site would significantly increase and that
12 is not in our best interest.

13 We are also concerned with that is the
14 pumping station which supplies the drinking water for
15 a majority of the residents of this county and also
16 supplies all of the water necessary for most of the
17 industrial sites. And it's a critical issue to us,
18 and we just are happy with the status quo.

19 CHAIRMAN JOHNSON: Okay. Thank you much.
20 Any questions? Seeing none, thank you.

21 Will the gentlemen be attending the tour
22 with us?

23 WITNESS ATKINSON: For the Bay County part
24 of that.

25 CHAIRMAN JOHNSON: I see. And, sir.

RUDY ETHERIDGE

appeared as a witness and, having been duly sworn,
testified as follows:

DIRECT STATEMENT

WITNESS ETHERIDGE: I'm Rudy Etheridge, Port Director to the Panama City Port Authority.

We have developed an industrial park at 231 North Bay Industrial Park. It's presently served by Gulf Power with the electrical service there. Adjacent to that park is another 750 acres which is owned by the Bayline Railroad. I don't think they are present here today but that would be serviced by Gulf Power from what I understand.

And we have purchased another 700-so acres right adjacent to that for industrial purposes and that is sort of like that boundary line between where Gulf Power and the Co-op, the areas they are serving. And we're concerned about -- that with the rates that would be -- industrial rates that would be applicable to that. And with the cost of developing the park and trying to get new industries to Bay County, the electrical service is very important in the decision making of those companies located therein. And that concerns the Port of Panama City. We've gone forward

1 in spending over \$1 million in wiring the property and
2 looking out to develop that parcel of property and
3 that was very much the current concern with us. And
4 we certainly are not looking forward to any
5 territorial boundaries being drawn that would hinder
6 the growth of the development of industry here in Bay
7 County.

8 **CHAIRMAN JOHNSON:** Thank you very much. Any
9 questions?

10 **MR. HASWELL:** I have one question. First
11 it's to the Commission. In regard to the -- any of
12 the issues or matters that have been raised by these
13 two witnesses, are we going to have a opportunity
14 to -- for any additional discovery if we deem it
15 necessary?

16 One of the items -- I haven't seen the
17 document that Mrs. Atkinson referred to which she --

18 **MR. HASWELL:** It's formally been submitted
19 and I certainly don't want to waste a lot of time this
20 morning by cross examining these witnesses. What is
21 the sense of the Commission or the other parties on
22 it, further discussion.

23 **CHAIRMAN JOHNSON:** Sure. Ms. Johnson, how
24 do you anticipate handling any issues if we needed to
25 have additional opportunity to cross examine and

1 provide additional evidence?

2 **MS. JOHNSON:** At the close of the second day
3 of the hearing it's my recollection we left the record
4 open and that a determination would be made following
5 today's activities whether or not the record would be
6 closed, or if there would be a need for additional
7 hearings. And if there is a need for an additional
8 day for the technical hearing in Tallahassee, that
9 time will be provided. There was not then the chance
10 that we would use the time today for that additional
11 hearing. That that would be set sometime in the
12 future.

13 **CHAIRMAN JOHNSON:** Okay. So at the end of
14 the day after we conducted all of the tours we'll have
15 an opportunity to gather together again and make a
16 determination of whether there is a need for an
17 additional time period to --

18 **MS. JOHNSON:** That's correct.

19 **CHAIRMAN JOHNSON:** Okay.

20 **MR. HASWELL:** Fine.

21 **CHAIRMAN JOHNSON:** With respect to the
22 document that he asked about, was that filed before or
23 after the initial set of hearings?

24 **MS. JOHNSON:** The only document that I'm
25 aware of is a letter that was sent to the Commission

1 by the County Commission.

2 **CHAIRMAN JOHNSON:** That's probably what she
3 is referring to.

4 **MS. JOHNSON:** That's probably what she was
5 referring to. It was my recollection it was filed
6 after the hearings that were held in Tallahassee.

7 **CHAIRMAN JOHNSON:** And is that a part of the
8 correspondence side of the record?

9 **MS. JOHNSON:** Yes. It's my understanding
10 it's a part of the correspondence file. It's not an
11 exhibit that was submitted as a part of the record.

12 **CHAIRMAN JOHNSON:** And that's how we
13 traditionally handle that kind of information and
14 documentation. So it is part of the correspondence
15 side of the record?

16 **WITNESS ATKINSON:** The County passed a
17 resolution and accompanied with a letter.

18 **MS. JOHNSON:** Yes.

19 **CHAIRMAN JOHNSON:** Any other questions?
20 Seeing none then I think we can begin the tour part of
21 our hearing today.

22 **MS. JOHNSON:** Before we leave, I just had a
23 thought I thought might facilitate the activities. I
24 don't know if the parties have considered this, to
25 designate someone as the lead. I know that I'm not

1 familiar with this area.

2 CHAIRMAN JOHNSON: Lead driver.

3 MS. JOHNSON: A lead vehicle. Even with
4 directions --

5 UNIDENTIFIED SPEAKER: We have some radios
6 we think might help out.

7 MR. STONE: There's a couple of matters
8 touched on that I would like to speak to.

9 First, it's my understanding that our
10 intention is to -- as we get to each scheduled stop,
11 the court reporter will take any comments or questions
12 at each site. Each company has designated one
13 spokesman to address those questions or comments at
14 each site. For Gulf Power's side that's Bill
15 Weintritt who is our official.

16 MR. HASWELL: Gulf Coast it's Archie Gordon.

17 MR. STONE: That will facilitate things at
18 each individual site.

19 In an effort to make sure our directions
20 were reasonably close to accurate, we drove it last
21 night and we would be happy to be the lead vehicle
22 making sure we get the most expeditious way to visit
23 these sites. And as Mr. Livingston stated earlier, we
24 have the capability of providing radios for each
25 vehicle if that would also be helpful. And

1 Mr. Weintritt could provide us a brief training on the
2 use of these radios if that would be helpful to the
3 process as well.

4 CHAIRMAN JOHNSON: I have one question for
5 Staff. Do we need to swear in the individuals that
6 will be doing the narrative?

7 MS. JOHNSON: The two individuals were
8 witnesses and were sworn in at that time.

9 CHAIRMAN JOHNSON: Okay. Any other
10 questions? Or any other issues? And we will begin
11 the official --

12 MR. STONE: We have some copies of the
13 itinerary for anyone that needs one.

14 CHAIRMAN JOHNSON: One second, please.

15 MR. STONE: Mr. Weintritt will move his
16 vehicle around to the other side and we'll gather in
17 the parking lot. (Discussion off the record.)

18

19 DEPARTURE: 10:20 a.m. CST.

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1 **ARCHIE GORDON**

2 appeared as a witness on behalf of Gulf Coast Electric
3 Cooperative, Inc and,

4 **BILL WEINTRITT**

5 appeared as a witness on behalf of Gulf Power Company
6 and, both having been previously sworn, testified as
7 follows:

8 **DIRECT STATEMENT**

9 **ARRIVAL: 10:50 a.m. CST**

10 (At Bay County Pumping Station - Gulf Coast)

11 **CHAIRMAN JOHNSON:** We'll go back on the
12 record.

13 **MS. JOHNSON:** We're at the Bay County
14 pumping station. This was a site that was selected by
15 Gulf Coast, so I think it would be appropriate to have
16 the Gulf Coast representative indicate what they would
17 like the Commission to see.

18 **WITNESS GORDON:** I did not understand the
19 last part of that.

20 **MS. JOHNSON:** Mr. Gordon, you're on behalf
21 of Gulf Coast.

22 **WITNESS GORDON:** Yes.

23 **MS. JOHNSON:** Would you just point out for
24 the Commissioners what it is that you would like the
25 Commission to see today.

1 **WITNESS GORDON:** All right. At the time
2 that the water pumping project was conceived, an
3 Alabama design firm was instructed to contact Gulf
4 Coast for service. Our line existed right across the
5 little bayou on the other side.

6 Prior to the time that this was placed in
7 service, we had a three-phase line across, next to the
8 pine trees, and had a 500 KVA bank, which was all that
9 had been indicated to us. We had that service
10 existing on this site. And then this line that you
11 see there now was constructed up and into this point.

12 Now, the rates that were offered are
13 included in my rebuttal testimony and it was at a
14 savings to Gulf -- I beg your pardon, to Bay County,
15 of several thousands of dollars every year that is
16 placed in the record. And I would suggest that it be
17 considered that we had made the investment, we had the
18 three-phase line built all the way from High Point
19 down; the service across the way was known as Mills
20 Cabins, and I staked the line myself.

21 **COMMISSIONER DEASON:** I have a question.
22 The line across the bayou, is that line still there
23 and serving customers?

24 **WITNESS GORDON:** Out on to the road it is
25 but the property has changed hands. There is no line

1 that comes down and crosses there now.

2 We continued on to the north and served a
3 residential development that's in there on the
4 waterfront of the lake at this time. With the
5 addition of the south tie-line that's out front, we
6 discontinued the line that had to go across the
7 waterfront and over the impounded lake.

8 COMMISSIONER DEASON: Now, would you
9 consider that an appropriate natural boundary, the
10 bayou?

11 WITNESS GORDON: At what time, sir?

12 COMMISSIONER DEASON: Back when this
13 facility was -- this pumping station was first being
14 planned and constructed.

15 WITNESS GORDON: No, sir. Because the
16 inquiry was sent to us by the Gulf Power Company
17 themselves. And from the man from -- the
18 representative of J.B. Converse supplied to me a map
19 showing three locations, and those three locations
20 were the one here and two that was further to the
21 north up away from the heavily constructed area where
22 it was more likely to be contaminated. This was more
23 likely to be contaminated than the ones further north
24 up the creek. I didn't consider it. It was in the
25 area they had assigned and it was sent to us and

1 referenced by Gulf Power officials themselves.

2 COMMISSIONER DEASON: What do you mean by
3 more likely to be contaminated?

4 WITNESS GORDON: Well, Bayou George that
5 that comes down and comes into this area comes by the
6 old dump, and the old dump is subject to leachants and
7 contaminated from surface waters there than what it is
8 here.

9 COMMISSIONER DEASON: That's all the
10 questions I have. The County is here, and maybe it
11 would be appropriate if they want to add anything? If
12 not, that's fine too. Steve?

13 MR. McLELLAN: I can't think of anything.

14 WITNESS ATKINSON: If it's of any interest
15 to the Commission, the original plans still exist.
16 They are in the possession of Smith Engineering, which
17 was BCM Converse, "which was, which was, which was --"
18 do you have information about when this went on line
19 and that kind of information? Is that of any need to
20 you to know that?

21 COMMISSIONER DEASON: I'm not sure it's in
22 the record or not and I'm going to defer to Staff. If
23 they have it, fine. If they don't need it, then maybe
24 that's something we can discuss later on.

25 MS. BASS: I don't know if we have that

1 specific information. We'll have to look through our
2 information and see.

3 **WITNESS ATKINSON:** I don't know if it's of
4 any interest or whether -- I didn't realize that part
5 of the contention went back to the very beginning of
6 time when this was built in the early '60s, went on
7 line in --

8 **MR. McLELLAN:** '63.

9 **WITNESS ATKINSON:** '63. So I didn't know
10 that that was part of the contention so I didn't know
11 whether you needed additional information about the
12 dam and the pumping station and so forth in that time
13 frame.

14 **MS. JOHNSON:** Roberta Bass is going to speak
15 on behalf of Staff.

16 **MS. BASS:** I wasn't sure whether I would
17 speak.

18 I'm not sure whether or not we have that
19 specific information or not. At this point it
20 wouldn't be appropriate for us to put it in the record
21 unless we had someone to sponsor it as an exhibit.
22 And I guess if we went back and opened, went back into
23 the hearing process and subjected it to cross
24 examination and that. But we'll make a note that you
25 do have that information, and if it's something that

1 if we open -- if we go back to a hearing and we need
2 that, then we'll request it.

3 **WITNESS ATKINSON:** This is probably one of
4 the few facilities you will ever visit which was
5 constructed in the early '60s where the original
6 engineer is still there. And the gentleman who came
7 here, he's here, and on behalf of the County, the
8 gentlemen who came with the engineering firm -- it was
9 his first project, and he is still in Bay County; he's
10 retired. But he is still here. So if you need
11 testimony from him I'm sure he's available.

12 **COMMISSIONER DEASON:** I have one other
13 question. Where is the closest Gulf Coast facility to
14 this location now?

15 **WITNESS GORDON:** Right there. (Indicating)

16 **COMMISSIONER DEASON:** Which line is yours?

17 **WITNESS GORDON:** The other side of the road,
18 starting with the conductors that you see over there.
19 (Indicating) There's at least eight conductors, two
20 circuits, and that ties to the Bayou George substation
21 which is to the south and to the South Port substation
22 that you've got two double circuit feeds; it could
23 feed from either one of them.

24 **COMMISSIONER DEASON:** Okay.

25 **WITNESS GORDON:** May I make a comment about

1 the time schedule? In my rebuttal testimony I have
2 given dates and submitted copies of the various
3 construction dates that went with the High Point line
4 on the other side and then the final construction.
5 But there was about ten years of negotiations that
6 went on before it ever came to the 1960s.

7 COMMISSIONER CLARK: I have a question. Are
8 your lines a single-phase line?

9 WITNESS GORDON: No. They are 25,000 volts
10 phase-to-phase, both of them. One of these is 4-0
11 copper, and the other one is, I believe, the
12 equivalent of 4-0 conductor. They are both three
13 phase.

14 COMMISSIONER CLARK: Thank you.

15 MR. STONE: Mr. Weintritt, do you have any
16 comments for this location?

17 WITNESS WEINTRITT: I wasn't here in 1963 so
18 I don't have direct memory. I did talk to people that
19 were involved in the construction, and I've reviewed
20 our files. And as I recall that was the date when
21 service was provided here.

22 It would not surprise me if an engineering
23 firm talked to various power suppliers about location
24 that might be miles from here during their planning
25 process. All I do know is that when we had a

1 legitimate request to serve from the county we built
2 this line and have served it 34 years, I guess, since
3 then, and through various hurricanes and whatnot, have
4 pretty much kept the water pumping here.

5 MR. McLELLAN: I'll add one thing to
6 restress what Commissioner Atkinson said earlier, this
7 facility provides -- it is the only source of water
8 for approximately 90,000 permanent residents in Bay
9 County. It is also the only source of water for Stone
10 Container and Arizona Chemical. So the nature of this
11 facility is very, very critical. Reliability of power
12 totally aside from cost issues is very, very critical
13 here.

14 COMMISSIONER CLARK: I'm sorry. You said
15 something about other than Arizona Chemical.

16 MR. McLELLAN: It is the only source of
17 water for Stone Container and Arizona Chemical.

18 COMMISSIONER CLARK: Okay.

19 MR. McLELLAN: Collectively Stone and
20 Arizona use about 60% of the water we pump on a daily
21 basis and the other 40% going to the drinking water
22 system.

23 CHAIRMAN JOHNSON: You said 90,000?

24 UNIDENTIFIED SPEAKER: Approximately 90,000
25 residents.

1 **CHAIRMAN JOHNSON:** Residential users.

2 **WITNESS ATKINSON:** And in addition to the
3 90,000 residential users, our beach supports between
4 2.8 and 3.2 million visitors a year and approximately
5 half of the --

6 **MR. McLELLAN:** About two-thirds.

7 **WITNESS ATKINSON:** About two-thirds of the
8 hotels and condominiums on the beach are served from
9 water on this pumping station; the remainder are
10 served with wells located on the western end of the
11 beach.

12 **WITNESS WEINTRITT:** We have some knowledge
13 of the criticalness of this load, and if you open up
14 our emergency restoration procedure -- understand, all
15 customers are equal but there's four of them at the
16 top; this one and the water treatment plant it pumps
17 to and the two hospitals in Panama City are the first
18 ones we go to. There's no potable water supply down
19 there unless these pumps are running in the treatment
20 plant, and we understand the health nature of that
21 kind of thing.

22 The line we built in here to serve it is
23 radial for these couple of miles but as you see it's
24 on an easily accessible road for maintenance. This
25 radial can be served and has been from two different

1 substations -- I'm not sure which one it's on today.

2 The transformer is a weak point and
3 there's -- the big green boxes are larger than you
4 think, those are 2500 KVA padmounts; that's a full
5 in-service spare on the site.

6 The longest outage that I know of is about 8
7 hours since this has been here. It was pumping the
8 morning after Opal, at daylight, I believe.

9 **CHAIRMAN JOHNSON:** Any other comments? I
10 think we can go off the record.

11 (Discussion off the record.)

12 **DEPARTURE: 11:05 a.m. CST**

13 - - - - -

14

15 **ARRIVE 11:10 a.m. CST**

16 (At Bayou George, Intersection of State Road 2321 and
17 Titus Road.)

18

19 **CHAIRMAN JOHNSON:** We'll go back on the
20 record.

21 **MS. JOHNSON:** We are at the area that was
22 identified in Staff's Interrogatory 74, which is Bayou
23 George, west of Highway 231, along a section of Titus
24 Road. And I'll ask that both the Gulf Power and Gulf
25 Coast representative explain what we're seeing today.

1 **WITNESS GORDON:** This line overhead here
2 belongs to Gulf Coast Electric Cooperative. It's not
3 only a double circuit, it's dual fed from one end to
4 the other. We use it as a tie-line for improvement of
5 system reliability. There wasn't much more out there
6 the day it was built than what is here now. There
7 were no other power lines in the vicinity at this
8 location.

9 **COMMISSIONER DEASON:** When was this line
10 built?

11 **WITNESS GORDON:** I think it was 1965. This
12 is speaking from memory. You have the dates set down
13 on the exhibits that you requested, sir.

14 **COMMISSIONER DEASON:** All right. Thank you.

15 **WITNESS WEINTRITT:** Standing at this
16 location the only Gulf Power facility is on Deer Point
17 Dam Road that we just turned off of. But as we travel
18 toward Highway 231, shortly we'll pick up the Gulf
19 Power single-phase line coming from the highway that
20 provides service to, I think, all but one of the
21 consumers along Titus Road and the area off of it. I
22 don't recall those dates right now. We furnished that
23 as part of Staff's info we requested; we built that in
24 two stages, 20, 30 years ago.

25 **CHAIRMAN JOHNSON:** Standing from this point

1 their only facilities is on the main --

2 **WITNESS WEINTRITT:** That's correct. The
3 lines on Deer Point Dam Road that goes down to the
4 pumping station, but as we travel to the west on Titus
5 Road you'll come to our distribution facilities in a
6 few spans.

7 **COMMISSIONER CLARK:** Whose line is that
8 across the street?

9 **WITNESS WEINTRITT:** That's telephone.

10 **CHAIRMAN JOHNSON:** Any other questions?
11 Great. Go off the record.

12 (Discussion off the record.)

13 **DEPARTURE: 12:13 a.m. CST**

14 - - - -

15 **ARRIVE: 11:15 a.m. CST**

16 (At the intersection of Titus Road and Highway 231)

17 **CHAIRMAN JOHNSON:** Go back on the record.

18 **MS. JOHNSON:** At the intersection of Titus
19 Road and Highway 231. I'd like for Gulf Power's
20 representative, Mr. Weintritt, to indicate for us the
21 lines that we saw as we drove down, the line on the
22 other side of the road, which would be -- is that the
23 west side of the road, Titus Road?

24 **WITNESS WEINTRITT:** West or north, your
25 choice in this case. But in any case, the

1 single-phase line on the opposite side of the road
2 from where we're standing now is Gulf Power's.

3 I don't recall the dates but it's apparent
4 as you drive down through here Gulf Power provides
5 service to every consumer except one on this route;
6 that our line had been in place maybe, you know,
7 before this road became popular, before the
8 Cooperative. Built their's -- (truck drives by) Did
9 you hear that over the truck? That's the description
10 of -- the source is Highway 231; the three-phase line
11 we've driven up to the proximity of it.

12 COMMISSIONER CLARK: I'm sorry, is this a
13 one-phase line

14 WITNESS WEINTRITT: Yes, it is, single
15 phase. There are no three-phase consumers on Titus
16 Road.

17 COMMISSIONER DEASON: What about your line
18 on 231?

19 WITNESS WEINTRITT: The line on 231 has been
20 there since electricity came to this area. We found
21 those work orders also. It actually terminated just
22 south of here in the '30s and went north in the early
23 '40s; served what dairies and houses there were in
24 this area. And we couldn't find it, but there's an
25 old house behind us that may well have been one of

1 those original electricity customers back then. It's
2 been added to, moved because of road widening, larger
3 conductor put up as the load grew in this area. But
4 it is large wire, three-phase source for all of the
5 customers we serve up and down Highway 231 and the
6 area around.

7 COMMISSIONER DEASON: What substation serves
8 or is it a dual?

9 WITNESS WEINTRITT: This area where we're at
10 is served out of Bay County substation. It's in the
11 Bay Industrial Park. It ties to Highland City
12 substation down on the northern edge of Panama City
13 and they can and do back each other up.

14 MR. HASWELL: Archie.

15 WITNESS GORDON: This is the same double
16 circuit three-phase line overhead here that Gulf Coast
17 maintains has been here since about 1965 behind these
18 poles.

19 COMMISSIONER CLARK: Since what date?

20 WITNESS GORDON: The double circuit crossing
21 is to carry it across both 231 and the railroad with a
22 high degree of safety according to the strength of the
23 poles and the anchor guying that's placed on it.

24 This line was originally constructed from
25 the Bayou George substation which is on down John

1 Pitts Road, and it feeds back and goes around by the
2 pumping station into the South Port substation. The
3 two circuits gives the capability of supplying each
4 substation capacity from the other device. We don't
5 have to take them out. There's no manual switching or
6 automatic switching on it. It's a transfer where they
7 can be paralleled and disconnected at the substations.

8 COMMISSIONER DEASON: Since you don't have
9 customers on this road, this is primarily for
10 reliability purposes this line?

11 WITNESS GORDON: That appears to be the
12 limitation that's on it now, but it was not built with
13 the idea that that would be that way forever.

14 COMMISSIONER DEASON: Now, if there were
15 customers who -- you don't serve any customers on this
16 line presently.

17 WITNESS GORDON: Yes, sir. The one that was
18 brought to your attention by Mr. Weintritt; that
19 customer, we did not solicit him, he solicited us.
20 But it's down there, there's a single pole top that
21 goes back to the south with one customer on it.

22 COMMISSIONER DEASON: If a new person were
23 to move in or business on the -- I guess it's the
24 south or east side of this road, you have the
25 capability of serving; is that right?

1 **WITNESS GORDON:** Yes, sir. Not only a new
2 customer but most any size new customer that you would
3 put upon this available property.

4 **COMMISSIONER DEASON:** And is it your
5 position that if they wanted service from you, you're
6 ready, willing and able to provide that service?

7 **WITNESS GORDON:** Yes, sir.

8 **CHAIRMAN JOHNSON:** I'm a little confused. I
9 have a question for you. Now, all of the customers
10 along this road are being served by Gulf Power, but
11 you say you do have capacity to serve or that you
12 served one?

13 **WITNESS GORDON:** We only serve one that came
14 and solicited service from Gulf Coast, but we have the
15 capacity to serve a couple-or-so thousand.

16 **CHAIRMAN JOHNSON:** Okay. Off the record.

17 (Discussion off the record.)

18 **DEPARTURE: 11:25 a.m. CST**

19

20

- - - - -

21 **ARRIVE: 11:30 a.m. CST**

22 (At Bayou George crossing John Pitts Road at the western
23 edge of GCC's substation which is located just east of
24 Woodhurst Drive and along John Pitts Road.)

25

1 **MS. JOHNSON:** We're at Staff Interrogatory
2 No. 69 of Bayou George crossing John Pitts Road at the
3 western end of Gulf Coast substation which is located
4 just east of Woodhurst Drive along John Pitts Road.

5 **MR. HASWELL:** Tell the Commissioners what
6 we're seeing here.

7 **WITNESS GORDON:** This is the origin of the
8 double circuit line that we noted on the previous
9 three occasions where we have stopped. This is the
10 approximate location of Gulf Coast Electric
11 Cooperative's first service in Bay County. The
12 original point was back down the road about three
13 spans. We later needed to purchase a substation site
14 and we bought the substation site here.

15 The line that you see, the three-phase line
16 there that goes to the north is in the location of the
17 original South Port feeder that it went from here,
18 went out across the Bayou George to the north and then
19 across the bay to South Port.

20 It is a commingled area. We've had
21 customers swap service suppliers. I don't know that
22 we've ever served one that's been on Gulf but it is a
23 commingled area here.

24 **WITNESS WEINTRITT:** I don't have the dates
25 all memorized but I can talk about this area a little

1 bit because it has changed since I have been in the
2 Panama City area.

3 Our records reflect, according to what
4 Mr. Gordon said, that we built the line from the
5 highway along the John Pitts Road; provided the first
6 service to the Gulf Coast Cooperative at a point very
7 near here. At that time there was not a lot of
8 development in this area. The only line along John
9 Pitts Road was that service to the Cooperative.
10 Sometime later load grew to where that could not
11 adequately supply them, and a 46,000 volt transmission
12 line was built from the south by Gulf Power to this
13 substation site and then provided service to the
14 Cooperative at a much increased capacity.

15 The dual circuit line Mr. Gordon's referred
16 to a couple of times was originally built as a 46,000
17 volt transmission line west of here. It's since,
18 since that need is past and it's been converted down
19 to a lower voltage and used as distribution, when
20 Alabama Electric started providing the Cooperative's
21 total supply, our 46 line was disconnected and has
22 since been removed. It's no longer in existence. But
23 you should be aware that it provided the total power
24 supply to this area for many years.

25 West of here in this commingled area

1 Mr. Gordon describes, as growth occurred in the '60s
2 and '70s, some of the customers applied for service
3 with the Cooperative and have connected to them but
4 probably all of the original ones, and maybe 90% of
5 the total, are served by Gulf Power in this stretch of
6 John Pitts Road west of here. (Truck noise)

7 CHAIRMAN JOHNSON: Can you say that last
8 part again? About the customers.

9 WITNESS WEINTRITT: The customers west of
10 here, the ones served by the Cooperative, are on this
11 double circuit line that Mr. Gordon refers to. Gulf
12 Power's line was and is still the single-phased line
13 that provided service out here before the transmission
14 line was built. And we serve our customers off that
15 facility that was built in '47, I guess.

16 WITNESS GORDON: May I make a comment? The
17 44 kV line that was extended from the south here was
18 used to its full capacity. We didn't take power from
19 Alabama Electric Cooperative until we could not
20 receive reliable service off of the 47 kV; that it was
21 beyond the limits of the total voltage correction with
22 the voltage regulators there we had. We asked about
23 it. We asked. "Well, you've got to sign a new
24 contract to get the line." Or to get a change in
25 connections. We ended up, of course, going to an AEC

1 transmission substation that is on to the east of
2 here.

3 COMMISSIONER DEASON: How far is that from
4 here?

5 WITNESS GORDON: Five miles.

6 WITNESS WEINTRITT: Ballpark.

7 COMMISSIONER DEASON: I have a question.
8 Obviously we're in an area here where everywhere you
9 turn and look you see some type of an electrical
10 distribution line, substation, poles, lines crossing
11 the road. Who belongs to what, or what belongs to
12 who?

13 WITNESS GORDON: Everything within sight
14 here is Gulf Coast's, and I believe down where you see
15 the short pole -- it appears because of perspective to
16 be the short pole down there (indicating) -- I can't
17 tell how that one is connected, but Gulf Power is
18 located back down in this vicinity. But they go
19 behind and then loop around and come up to houses that
20 front on this road here that are on the east side of
21 this feeder line.

22 COMMISSIONER DEASON: Mr. Weintritt, that is
23 the only facility that Gulf Power has in this
24 immediate area?

25 WITNESS WEINTRITT: That's correct. Our

1 line is built from the highway east along John Pitts
2 Road and then there are quite on few taps, including
3 that one Mr. Gordon just referred to off the highway,
4 off John Pitts, both north and south serving customers
5 in this area. We don't have anything east of here,
6 no.

7 MR. STONE: It might help for orientation,
8 does this road run east/west or north/south?

9 WITNESS GORDON: This is east/west
10 generally. It goes out to the country club. The
11 original road doglegged south about a mile and went to
12 Mayjet (ph) Tower and then through the boonies out to
13 State Road 22.

14 CHAIRMAN JOHNSON: Okay. Off the record.

15 (Discussion off the record.)

16 DEPARTURE 11:38 a.m. CST

17 - - - - -

18 ARRIVE: 11:47 a.m. CST

19 (At Coe Road and Wendy Road)

20

21 CHAIRMAN JOHNSON: Let's go on the record.
22 Vicki could you describe where we're at.

23 MS. JOHNSON: We're at Staff Interrogatory
24 59; that site is Coe Road and Wendy Road. I'll let
25 the two parties describe more fully where we are.

1 Mr. Gordon.

2 WITNESS GORDON: Coe Road begins up at --

3 UNIDENTIFIED SPEAKER: Wendy is on up a
4 little ways.

5 WITNESS GORDON: Wendy is on up. There's
6 another site on Wendy Road up here. But this
7 particular road we have service here that dates back
8 to about 1956 on this original extention.

9 We have everything to the north of here
10 covered with -- everybody that wants service has
11 service. The feeder, the north feeder that we saw
12 over at the substation, is a 336 MCM, big conductor
13 like this (indicating), three phase; goes all the way
14 up. Goes to Bayou George north substation and it has
15 backfeed capabilities both ways. There's about 15 MVA
16 capacity without splitting the load.

17 MR. HASWELL: Archie, whose facilities are
18 we looking at right now?

19 WITNESS GORDON: This is Gulf Power Company
20 across the road here. And this that you see above is
21 Gulf Coast Electric Cooperative.

22 From this point on through the center of
23 this block Gulf Coast Electric serves everything in
24 the center of that block on the south side of the
25 road.

1 We could not really make an intelligent
2 decision about why, since we served it, unless they
3 were just looking -- it says it goes to the bridge,
4 culvert, whatever you want to call it -- it's around
5 the corner there, and it is a geographical boundary at
6 that culvert. It's marked; won't move. It's a
7 drainage course that comes down through there.

8 **COMMISSIONER DEASON:** We actually have a
9 situation here of a line crossing a line at a
10 residential location; is that right?

11 **WITNESS GORDON:** That is correct.

12 **WITNESS WEINTRITT:** As Mr. Gordon described
13 on the north side of the road is Gulf Coast
14 Cooperative single-phase line, provides service to
15 several of these consumers. It terminates just west
16 of us at this pole -- just east of us, excuse me.
17 Coming from the east is Gulf Power's single-phase line
18 that terminates at the pole right across the road.

19 There is looks like 200 feet of overlap or
20 duplication, and as you look around at the area that's
21 pretty much developed as it is going to get. It
22 doesn't look like there's a lot of opportunity for
23 expansion for anybody at this point. It looks like
24 it's pretty much as is where is.

25 **COMMISSIONER DEASON:** Let me ask kind of a

1 policy question. I take it from your comments that
2 you feel like that while it could be argued that
3 perhaps there's some duplication here, there's not
4 going to be further duplication here; what we have
5 here is pretty much what we see.

6 **WITNESS WEINTRITT:** I would agree with that.
7 And I would say somebody might pull a mobile home in
8 here and ask for service from one or the other, but
9 this is not a high growth area and it appears to be a
10 point where the two companies grew through natural
11 expansion and butted up against each other and
12 stopped.

13 **COMMISSIONER DEASON:** Mr. Gordon, do you
14 have any comment? I can't see trying to serve anybody
15 else down in this vicinity. It's pretty well filled
16 up. I would not care to see further intermingling to
17 get to a customer but I won't tell you that I can
18 commit Gulf Coast to it, but that has to do with
19 silver hair rather than the youth that's speaking.

20 **COMMISSIONER DEASON:** Let me ask you this:
21 Do you see any benefit -- I'm primarily talking about
22 to the customers -- of trying to draw a line in this
23 area right here where we're at and actually perhaps
24 having to transfer customers from one utility to
25 another?

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21 Do you see any benefit -- I'm primarily talking about
22 to the customers -- of trying to draw a line in this
23 area right here where we're at and actually perhaps
24 having to transfer customers from one utility to
25 another?

1 **WITNESS GORDON:** We didn't have anything to
2 transfer. The line began somewhere here and ran
3 around to the culvert and we don't cross the road
4 there anywhere. We have nothing to transfer. We --
5 and I'm speaking from my Staff -- could not really
6 understand why there was any question about it.

7 Now, we have a feeder line that comes down
8 about halfway from the north, and then we have the
9 main three-phase feeder that feeds the whole area on
10 down here to the west.

11 **COMMISSIONER DEASON:** If I understand the
12 configuration here, there's a line that crosses the
13 road that crosses your line that's serving a
14 residential customer; is that right?

15 **WITNESS GORDON:** That's correct.

16 **COMMISSIONER DEASON:** It's Gulf Power's line
17 that's crossing over and serving the customer; is that
18 right? That's Gulf Power's line.

19 **WITNESS GORDON:** That's correct.

20 **COMMISSIONER DEASON:** Do you see any merit
21 in trying to draw a line and actually -- if a line
22 were drawn -- actually have this customer transfer to
23 Gulf Coast away from Gulf Power?

24 **WITNESS GORDON:** You could settle the whole
25 way without the transfer of any customers whatsoever.

1 **COMMISSIONER DEASON:** That was just to
2 prohibit any further connecting of customers, I
3 assume -- is this the north side.

4 **WITNESS GORDON:** That's the north side of
5 the road. But we're already to the south side of the
6 road now for almost another quarter of a mile up
7 there.

8 **CHAIRMAN JOHNSON:** Any other questions,
9 comments? Great. We can go off the record.

10 (Discussion off the record.)

11 **DEPARTURE: 11:55 a.m. CST**

12 - - - - -

13 **ARRIVE: 12:00 p.m. CST**

14 (At Sweetwater Village.)

15

16 **MS. JOHNSON:** Back on the record.

17 **MS. JOHNSON:** We're at Sweetwater Village.

18 **MR. HASWELL:** I'd like to make one point.

19 This apparently is the Sweetwater Village location
20 Gulf Power selected. Gulf Coast selected Sweetwater
21 Village but our purpose was to have the Commissioners
22 view the entrance.

23 **WITNESS WEINTRITT:** We'll go there next.

24 I wanted to bring you up in here just to
25 show you the unpredictability of what might happen out

1 in a patch of woods and ask you to think about that
2 when you start drawing arbitrary lines or
3 contemplating that.

4 This is a guy from South Florida that came
5 up here and wanted to do a little retirement community
6 in Bay County. I think there's testimony on the
7 record about discussions the Co-op and we had about
8 service to this project. And the project goes back
9 out to the highway; it's several hundred acres. You
10 saw the phases as we came in, where they dig a fill
11 dirt pit, sell the dirt and and then let it fill up
12 with water and sell waterfront lots.

13 None of that would have been predictable for
14 three hundred acres of pine trees before the
15 entrepreneur came and did it.

16 In our perspective it's a customer choice
17 location. The Co-op is near here, we were near here
18 and he chose us. That's why we got here.

19 COMMISSIONER DEASON: What is this line
20 right overhead?

21 WITNESS WEINTRITT: This is a Gulf Power
22 transmission line has a single-phase distribution line
23 on the right-of-way also. This pole is a riser that
24 serves this area. The distribution to the customers
25 in here is underground. That single-phase overhead is

1 the source into where we're standing right now.

2 COMMISSIONER DEASON: The substation
3 services?

4 WITNESS WEINTRITT: That's out of the Bay
5 County substation, yes. That's all.

6 WITNESS GORDON: The facilities that we had
7 at the time were right across the swamps, the same
8 swamp that was similar to this but you'll notice a
9 break in the topography.

10 The first notice we had, we had built around
11 across the road that comes under the transmission
12 line, which is one of the Staff's locations. We had a
13 pole within hundred feet of the road that we came in
14 on, and a Frank Kajowski (ph) who worked for Gulf
15 Power Company came in and staked this line, crossed us
16 and they came on down with it. We had facilities
17 closer to this site than what they had at the
18 particular time. We have a 336 MCM conductor back
19 across the drainage divide here.

20 The first entrance to Sweetwater Village was
21 not the one up on the highway but Sweetwater South
22 which is right up here where I'm telling you we have
23 the poles sitting there. There's a very few spans,
24 and all of this was begun with the single phase and we
25 had single phase capable of doing it.

1 **COMMISSIONER DEASON:** I have a question. I
2 assume the transmission line overhead was here before
3 this development was?

4 **WITNESS WEINTRITT:** The transmission line
5 and the single-phase distribution line was both here
6 before this development took place. We did not build
7 this for this project and cross the Cooperative. It
8 was -- had been built -- Mr. Kajowski hadn't worked
9 for Gulf Power since the early '70s. This line had
10 been here quite a few years, not serving anything this
11 far south.

12 This area had not developed at that time.
13 This Sweetwater South is where the developer began his
14 project in selling lots, but it's a planned 300 acres,
15 he just started at the south, with went back to the
16 front, has done some in the middle. But all of that
17 was up-front known, the stages he would fall in the
18 development.

19 **WITNESS GORDON:** In designating where we
20 propose that a boundary should be, we recognized that
21 this development and this line was here, and we used
22 the maps supplied to the Commission by Gulf Power the
23 Sweetwater Village boundary to go around and designate
24 that all of the territory that Gulf Power had in this
25 area we agreed.

1 **WITNESS WEINTRITT:** And that's true. My
2 point wasn't to question a proposed boundary here but
3 just to question the -- can you predict where project
4 will happen out in the middle of the woods.

5 **CHAIRMAN JOHNSON:** Okay.

6 **MR. HASWELL:** We stop at the entrance.

7 **CHAIRMAN JOHNSON:** Off the record.

8 (Discussion off the record.)

9 **DEPARTURE: 12:07 p.m. CST**

10 - - - - -

11 **ARRIVE: 12:10 a.m. CST**

12 (At entrance to original Sweetwater Village
13 South)

14
15 **MS. JOHNSON:** We're at the entrance to
16 Sweetwater Village South. Mr. Gordon.

17 **WITNESS GORDON:** Having seen a lot of
18 development, the potential within the area was not
19 totally unknown to us. We have over here 150 feet
20 right through the Virginia myrtle bushes there, a line
21 that goes back down a road, which at that time was
22 unpaved; an extension from a three-phase line, and the
23 pole was sitting there within 150 feet when
24 Mr. Kajowski -- who later worked for us, by the way --
25 staked and supervised the building of the line down

1 the transmission line. At the particular time when
2 that line was built, there was not anything down there
3 to build to.

4 CHAIRMAN JOHNSON: Anything else? Did you
5 want to add anything?

6 WITNESS WEINTRITT: The Gulf Power line that
7 was built in here somewhere in the testimony says was
8 to provide service to Sweetwater Village, that was not
9 correct. The initial service was provided off of that
10 existing line where we stopped earlier. This
11 three-phase line was built along the road where no
12 line existed of either parties. And the reason it was
13 built three phase is the pond we passed, the lake with
14 water in it, was originally a dirt pit like the first
15 one we passed and we built the three-phase line down
16 here to power a three-phase pump that the builder used
17 to dewater the pond while he sold the dirt out of
18 that. That service has since been terminated; he let
19 it fill up with water and is selling lakefront lots
20 now.

21 As this area grows and the power supply
22 exceeds what single phase can serve, we'll then use
23 that three-phase line to serve the entire development
24 as it grows.

25 MS. BASS: Are those Gulf Coast lines?

1 **WITNESS GORDON:** No.

2 **WITNESS WEINTRITT:** That's Gulf Power's.

3 And it serves the telephone amplifier, recreation area
4 and cable TV amplifier is what these lines --

5 **COMMISSIONER CLARK:** I'm sorry, where is
6 Gulf Coast's line?

7 **WITNESS GORDON:** Peak through that hole, see
8 that hole over there?

9 **COMMISSIONER CLARK:** It's the cement pole.

10 **WITNESS GORDON:** No. It's a light-colored
11 wood pole.

12 Now, regardless of the sequence of
13 construction, whether it was run from this three-phase
14 line or that single-phase line, both lines were built
15 in without any customers on them.

16 **CHAIRMAN JOHNSON:** We can go off the record.

17 (Discussion off the record.)

18 **DEPARTURE: 12:14 p.m. CST**

19 - - - - -

20 **ARRIVE: 12:20 a.m. CST**

21 (At Bayou George along the edges of Gulf Power's
22 transmission corridor.)

23

24 **MS. JOHNSON:** We're at Staff Interrogatory

25 64 which is Bayou George along the edges of Gulf

1 Power's corridor crosses the Bayou George Road
2 right-of-way 250 feet north and south from Bayou
3 George Road.

4 Can you briefly describe what we're looking
5 at, Mr. Gordon?

6 **WITNESS GORDON:** We had some difficulty
7 trying to reconcile the mapping here with what exists.
8 For instance, it shows that we have a couple of
9 transformers over under this line. The scale of the
10 map seems to bust, if you would. It's only hundred
11 feet wide if you scale it off it, it shows maybe 200
12 feet. We don't serve anybody within the right-of-way.
13 The transformers referred to are these two back over
14 here.

15 Now, these are the same lines. The lower
16 line here is the Gulf Coast electric line that was
17 extended down when they subdivided the property. The
18 Gulf Power line is the upper one where they built over
19 us attesting to the fact that this is an older line
20 beneath it. They built over us. When they went down
21 and apparently for no other reason than to secure the
22 territory.

23 **WITNESS WEINTRITT:** Well, we served some
24 customers on this line, so both lines were built in
25 the early '70s, I don't remember the exact dates.

1 Apparently at a time when this area became available
2 for development both utilities built into it and both
3 served customers in the vicinity.

4 And the scaling error Mr. Gordon refers to
5 when our draftsman put the Co-op's facilities on our
6 maps. I'll agree he doesn't serve anybody on our
7 right-of-way.

8 **WITNESS GORDON:** Well, the boundary lines
9 that we drew came up the side of the Sweetwater
10 subdivision and then turned and went in across the
11 south side of the designated industrial park. We
12 didn't go over into the industrial park. We had no
13 knowledge of anybody owning additional property nor
14 did we feel obligated to let it develop like this all
15 the way to the coastal waters; that we have
16 considerable investment that we believe should be care
17 taken.

18 **CHAIRMAN JOHNSON:** Any other questions or
19 comments? Go off the record.

20 (Discussion off the record.)

21 **DEPARTURE: 12:23 a.m. CST**

22 - - - - -

23 (A short lunch break was taken.)

24 - - - - -

25

1 **ARRIVE: 12:50 a.m. CST**

2 (At Bay Industrial Park)

3

4 **WITNESS WEINTRITT:** This is example two of
5 trying to predict what pine trees might turn into.
6 This 300 acres became an industrial park a few years
7 ago. We built that substation basically to pack the
8 energy off. That's a PURPA facility, a qualifier, and
9 Florida Power Corp is actually purchasing the output
10 and wheeling it out through us. They are the highest
11 incremental cost; better deal for Bay County to sell
12 it down there than up here because our rates are
13 lower, our costs are lower.

14 **COMMISSIONER CLARK:** Mr. Weintritt, you need
15 to talk this way.

16 **WITNESS WEINTRITT:** Oh, excuse me. Anyway,
17 that's a PURPA qualifier and the substation packs off
18 the output from it but that's also a Bay County
19 substation and the other bank in it is the primary
20 power supplier for this park and area up and down to
21 Highway 231.

22 The 700 acres Mr. Etheridge referred to this
23 morning at the Gulf Power office is this property
24 north and east of this industrial park that the
25 Bayline owns. They are trying to get DCA approval to

1 expand the industrial park there in Tallahassee with
2 hearing on that. That's all I have.

3 **WITNESS GORDON:** When we made a suggestion
4 about recommended proposed line, we were to the south
5 of this industrial park. We used the Gulf Power
6 mapping to say industrial park. We did not extend the
7 boundary to encompass anything immediately east or
8 north of it that -- there's no conflict between us and
9 the industrial park. We've never drawn a line or
10 indicated take we wished to serve it.

11 **CHAIRMAN JOHNSON:** Any questions? Go off
12 the record.

13 (Discussion off the record.)

14

15 **DEPARTURE: 12:53 a.m. CST**

16 - - - - -

17 **ARRIVE: 1:30 p.m. CST**

18 (At intersection of State Road 279 and Highway 77,
19 Washington Correction Institute.)

20

21 **MS. JOHNSON:** We're at Staff's Interrogary
22 22, the site at State Road 279 and Highway 77, and
23 this extends northward to Voltaire Drive.

24 **MR. HASWELL:** This would be Holmes County
25 Road.

1 **MR. STONE:** It was Interrogatory 24 and it
2 says "Assume a territorial boundary is established in
3 State Road 279." This is 279. That road we came off
4 of is Highway 77. The Washington Correctional
5 Institution is that facility behind us through those
6 trees.

7 **MR. HASWELL:** One million north of Holmes
8 Valley Road. Do you want to run up there and turn
9 around and head on back towards Paradise Lakes?

10 **MS. BASS:** I think what might be helpful --
11 you probably remember this from the case in looking at
12 the prison site -- but the identification, if the
13 parties would identify the lines on either side of the
14 road and I guess at the intersection of 77 and 279
15 which lines are -- whose lines are on which side of
16 the road.

17 **WITNESS GORDON:** At this location the Gulf
18 Coast Electric's facility is on the south side of the
19 road. This is the line that we relocated off of the
20 state property for their accommodation for
21 construction purposes. The line on the right is Gulf
22 Power facility.

23 **MS. BASS:** What about at the intersection of
24 77 and 279?

25 **WITNESS GORDON:** Well, we crossed back over

1 to the high pole on the opposite side of the road
2 there. And Gulf Power goes over one or two spans
3 because of the intersection no doubt. But the line to
4 the south was part of the rulings in Leisure Lakes
5 that was would be removed. It has been removed up,
6 with the exception of a couple of spans right there.

7 **WITNESS WEINTRITT:** I'd agree with
8 Mr. Gordon's description that the Cooperative's
9 three-phase line that was constructed to serve this
10 prison is on on the south side of 279, Gulf Power's on
11 the north side. And on Highway 77, when we get there,
12 you'll see Gulf Power's lines on the west side of the
13 highway and the Cooperative's on the east side.

14 **CHAIRMAN JOHNSON:** Any more questions or
15 comments? Off the record.

16 (Discussion off the record.)

17 **DEPARTURE: 1:34 p.m. CST**

18 - - - - -

19 **ARRIVE: 1:37 p.m. CST**

20 (At Paradise Lakes in Washington County.)

21

22 **MS. JOHNSON:** We're at Paradise Lakes in
23 Washington County.

24 **MR. HASWELL:** This was a Gulf Power site.

25 **WITNESS WEINTRITT:** This is one of ours.

1 And the reason we wanted to come here for a minute,
2 this was a previous dispute. It was one of the flurry
3 of them in the '80s. And Commissioner Clark asked me
4 during the hearing how did our engineers know how to
5 evaluate these? How did you know it when you saw it,
6 a thousand feet, whether it was uneconomic duplication
7 or not. And it's -- on projects like this it's not
8 that complicated. I wouldn't bore you by riding
9 through Paradise Lakes but there's 40 or 50 building
10 lots in here off the highway, around the lake; there's
11 about a dozen houses on it now. And we're standing
12 out on the highway where the Cooperative single-phase
13 line is on the side of the road the project is on,
14 Gulf Power's line is on the other side of the road.
15 It's 80 feet of difference is the width between these
16 poles is the only difference in the cost between the
17 two utilities to serve this. And a fixed line on the
18 ground in the middle of this road could preclude that
19 kind of choice for a customer whichever utility they
20 chose for really a fairly insubstantial amount of
21 money into the overall scheme of service. And that's
22 all I've got to say.

23 **WITNESS GORDON:** Well, it was heard and
24 decided. They served it.

25 **CHAIRMAN JOHNSON:** Any questions? Okay.

1 **WITNESS GORDON:** Well, the facilities that's
2 here date from 1947. That if it came in and you
3 wanted service, the Co-op does not make any large,
4 premature investments in the area. They keep up with
5 the planning and have served everything adequately
6 where we are. At the time that the other line was
7 built we considered it to be an intrusion into an area
8 where we had established to supply electric service.

9 **COMMISSIONER DEASON:** I have one question.
10 Mr. Weintritt, you indicated this was a
11 situation where the only difference in cost of service
12 was some 80 feet, and that that would be relatively
13 insignificant, and, therefore, the customer chose and
14 that's what should prevail. So are you agreeing then
15 with the Supreme Court decision that if costs are
16 insignificant it should be customer choice; costs are
17 insignificant, it should be customer choice.

18 **WITNESS WEINTRITT:** I agree that there's a
19 level of difference of cost that would not be
20 uneconomic duplication. In this case we served it on
21 that basis and the Commission ruled; they agreed with
22 that on this case.

23 **COMMISSIONER DEASON:** All right.

24 **CHAIRMAN JOHNSON:** Any other questions? All
25 right. Off the record.

1 (Discussion off the record.)

2 DEPARTURE: 1:40 p.m. CST

3 - - - - -

4 ARRIVE: 1:44 p.m. CST

5 (At 4236 Moss Hill Road.)

6

7 MS. JOHNSON: We're at 4236 Moss Hill Road,
8 this is Gulf Coast, so Mr. Gordon.

9 WITNESS GORDON: This is the location that
10 the Staff had made photographs shown to me during my
11 deposition. It's also the subject of a late-filed
12 exhibit. And I was asked several questions about why
13 we would come in, being this pole is that much further
14 from the house than the pole there. And I believe
15 that the sequence that I filed showed you that this
16 line had been here about 1947 (indicating). That when
17 it come to coming over, still the width of the road,
18 we were closer to the house. Once they built here, we
19 didn't feel that this location gave any priority to
20 saying, "Well, this is ours, too, because we're now
21 closer to it."

22 When you look at the line, our line was
23 closer to this house than the line here, if you take
24 it from the front lot line. But rather than to put in
25 another pole, we economized and just ran the service

1 drop to it. The question was: Would we do it again?
2 Yes, we'd do it again because this line has been here
3 since 1947 and all we did is what we have been doing
4 since 1947, and that's serving the people that request
5 service.

6 MS. BASS: The lines on this side of the
7 road are Gulf Coast's lines.

8 WITNESS GORDON: That's right.

9 MS. BASS: The lines on the other side of
10 the road are Gulf Power's lines.

11 WITNESS GORDON: That is correct.

12 MS. BASS: And you have each utility serving
13 one customer?

14 WITNESS GORDON: We don't believe this one
15 should have been served by crossing our line to go
16 over there to it.

17 CHAIRMAN JOHNSON: I'm confused. You're
18 serving -- which line were you referring to?

19 WITNESS GORDON: The one that is overhead
20 right above us here, it was a later addition after
21 they had built this three-phase line in. It's not a
22 service that requires three-phase service.

23 MR. HASWELL: Archie, whose line is that?

24 WITNESS GORDON: Gulf Power Company. So
25 when they extended this over then they say,

1 apparently, it's on new ball game. Now we are closer
2 to this house.

3 CHAIRMAN JOHNSON: I've got you.

4 WITNESS GORDON: And I only say that we
5 didn't duplicate service when we went to that house.

6 COMMISSIONER DEASON: Which was the first
7 customer here.

8 WITNESS GORDON: One over here. (Indicating)

9 COMMISSIONER DEASON: On the left.
10 (Indicating.)

11 WITNESS GORDON: But our line was still
12 closer to this house measuring from the line location
13 than it is from this one (indicating).

14 CHAIRMAN JOHNSON: Do you have anything to
15 add?

16 WITNESS WEINTRITT: I have a couple of
17 comments.

18 One, if you can imagine one utility being
19 here and not the other, each utility did what they
20 would have done substantially had there been no other
21 utility. Had there been no Gulf Coast, we would have
22 crossed this road to serve that customer regardless of
23 their line. Had there been no Gulf Power they would
24 have probably set this pole to avoid property
25 overhang. So what happened would have happened

1 regardless, I believe, of the respective utilities.
2 I'll also say I think this Cooperative line has been
3 here since 1982 which is a little different than 1947
4 but I don't think that matters. I mean that's not my
5 point, 35 years more or less -- whether or not they
6 were here, either utility would have spent the same
7 money. So as far as economics I don't then the
8 presence of the utility -- it was a factor here.

9 **WITNESS GORDON:** When the road was built we
10 had to relocate because we were caught off of it. You
11 will see several crossings where we go under, et
12 cetera, but it's all from the original mapping that I
13 did -- this line was coming from the bridge up here.
14 I can show you a road department plan which predates
15 the construction of the line over here that shows
16 poles up this side of the road.

17 Now, they have been relocated and repoled.
18 When you say 1982 -- that's just some
19 Johnny-come-lately's opinion about where where you
20 have.

21 **WITNESS WEINTRITT:** I was here when you
22 built it. I came over here in '78. I was here early
23 enough to see it.

24 **WITNESS GORDON:** This is the one where we
25 were relocated. And he stated the perfect case, for a

1 line drawn on the ground and then you don't have to go
2 out and mitigate and negotiate every time something
3 comes up. If you assign a territory, go ahead and
4 serve it.

5 **WITNESS WEINTRITT:** My case here is two
6 customers apparently both got what they wanted, didn't
7 cost either company. Archie, you can argue with that
8 if you want, but I think we would have both built what
9 we built had we not been here. And what is the
10 problem on this one?

11 **WITNESS GORDON:** Well, only that the Staff
12 saw fit to inquire of me, and then it was inferred by
13 counsel that we had duplicated the Gulf Power facility
14 by extending a service over to a building that was
15 closer to our line.

16 **WITNESS WEINTRITT:** Duplicated, maybe, but I
17 would not argue it was uneconomic on this one myself.

18 **CHAIRMAN JOHNSON:** Any other questions?
19 Okay.

20 (Discussion off the record.)

21 **DEPARTURE: 1:50 p.m. CST**

22 - - - -

23

24

25

1 **ARRIVE: 1:57 p.m. CST**

2 (At Alliance Realty.)

3
4 **MS. JOHNSON:** We're at Alliance Realty.

5 This was selected by Gulf Coast and Gulf Power.

6 Mr. Weintritt.

7 **WITNESS WEINTRITT:** The Alliance Realty
8 office, as I recall, originally opened to the south of
9 us maybe a half mile just over the hill. There's a
10 Cooperative transformer there out of service that I
11 think served it. That was there for a little while.
12 That was fine. He built it. He solicited them for
13 service. They hooked it up. After some time period
14 they relocated their business to this point, requested
15 service from Gulf Power. All it took was across the
16 road which we would have done anywhere. It's well
17 within any aid to construction, the revenue met the
18 requirements and what not to serve them, so we did.
19 We didn't question his motives and why he wanted
20 service from us. We accommodated him.

21 **CHAIRMAN JOHNSON:** Mr. Gordon.

22 **WITNESS GORDON:** Again, it's two facilities
23 across the road. The one that's on the east side of
24 the road here is Gulf Coast and it's been here in this
25 approximate location since about 1947. It was one of

1 the first extensions that was made to South Washington
2 County, and it was not popular to go out into the
3 rural areas like this and build lines. But again it
4 stated -- and we agree with just the way that Billy
5 stated it -- but which take issue with the fact that
6 we have no invested interest in developing an area and
7 then have a service come along and locate right under
8 your line and have somebody build over you and connect
9 it up.

10 **CHAIRMAN JOHNSON:** Any questions?

11 (Discussion off the record.)

12 **DEPARTURE: 2:00 p.m. CST**

13 - - - - -

14 **ARRIVE: 2:07 p.m. CST**

15 (At Saddle Bags.)

16

17 **MS. JOHNSON:** We're in Saddle Bags. This is
18 a Gulf Coast location. Mr. Gordon.

19 **WITNESS GORDON:** This location, the previous
20 line was across property that had never been
21 developed. This line coming down the road we
22 requested permission from the owner of the subdivision
23 to relocate along the roads and the lot lines. This
24 freed up his property for development and sale.

25 The reason we wanted you to view it was to

1 see what happens when there is no line and no
2 understanding; that we came up this side, and with the
3 owner's permission and with the easement, we went down
4 through Saddle Bags, which is an old extension of the
5 Gulf Coast electric system that I personally staked
6 about 1952, it was in service in 1953. It was a
7 family of Seifretts (ph), and they still -- some of
8 the boys that work for me still live down there.

9 This later, about two years later, Gulf
10 Power Company, for the lack of a better place to put
11 it, came out and built along the opposite side of the
12 road and we don't have, apparently, the same option
13 that they do about serving anybody that's located
14 across the road, et cetera, as has been exercised down
15 on the lines that's out on public property. But this
16 is a duplication of the facility that existed on the
17 ground two years prior to that, and relocated to
18 replace a line that went out through the Black Jackson
19 Pines.

20 **MS. JOHNSON:** Mr. Weintritt.

21 **WITNESS WEINTRITT:** Who is the owner we're
22 talking about, Archie?

23 **WITNESS GORDON:** It was the developer of the
24 Sunny Hills, Deltona.

25 **WITNESS WEINTRITT:** This is Sunny Hills

1 lots. I don't dispute -- I wasn't here then -- but
2 that the Cooperative had a line through the woods here
3 that served some folks east of Sunny Hills. But the
4 Gulf Power facilities that are built here are built
5 along Sunny Hills streets and serve building lots in
6 the Sunny Hills development. And I thought he settled
7 that in 1972. That's the way I see where we are.

8 **WITNESS GORDON:** The end user of the
9 property was whoever was going to buy a lot. I don't
10 doubt that there's easements and agreements to come in
11 here, put it underground, but we don't have any way of
12 securing any sort of right-of-way except to continue
13 the way we are.

14 **WITNESS WEINTRITT:** And Gulf Power's never
15 contested Gulf Coast building this line through Sunny
16 Hills to get to customers they serve on the other side
17 of it. But the lines we built are serving part of the
18 Deltona project that we have been serving since 1972.
19 It's not speculative. There are customers there where
20 these are.

21 **COMMISSIONER CLARK:** Do you think Gulf Coast
22 should then be able to serve customers of Sunny Hills?

23 **WITNESS WEINTRITT:** The project developer
24 requested service from us in '72. They took us to
25 court in Washington County and said that wasn't right

1 judge said no, we didn't violate the contract. You
2 asked me a legal question, I'm an engineer.
3 Territorily do I believe it? Yes.

4 COMMISSIONER CLARK: Gulf Coast should be
5 able to serve the customers in Sunny Hills.

6 WITNESS WEINTRITT: Customer choice -- we
7 have gone back and forth in various proceedings in
8 front of the Commission: Is the customer one lot or
9 is the customer a development? So you've got to
10 decide that on the Sunny Hills, Paradise Lakes.

11 COMMISSIONER CLARK: If it were up to you
12 what would you decide?

13 WITNESS WEINTRITT: What would I decide?
14 I'd say no.

15 COMMISSIONER CLARK: No to what?

16 WITNESS WEINTRITT: No to Gulf Coast serving
17 load in Deltona, the Sunny Hills project.

18 COMMISSIONER CLARK: But your theory is, if
19 I understood it correctly, back at Moss Hill, you
20 ought to be able to serve customers side by side if
21 they chose.

22 WITNESS WEINTRITT: Out there, yes, ma'am,
23 we did. That hasn't been tested so far. So far.

24 COMMISSIONER DEASON: What's the name of
25 this street right here at this T intersection?

1 **WITNESS WEINTRITT:** I'd have to go look.

2 **COMMISSIONER DEASON:** Are there customers
3 down there? Obviously there's a line going down
4 there.

5 **WITNESS WEINTRITT:** Yes. I hope so. I
6 haven't been down there and looked, but -- that's part
7 of Sunny Hills.

8 **WITNESS GORDON:** There's at least one on the
9 end of that line down, and there may be a tap that
10 goes back that has got at least one there. And those
11 are located within the boundaries shown on the maps as
12 Sunny Hills. Now, when I made a proposed territorial
13 boundary I got on the outside and went around it.
14 That's the reason I feel that it merits some
15 consideration in establishing a territorial boundary.
16 They have it, let them have it; but draw a boundary
17 around it to where we will be defined on what we can
18 serve and be expected to serve.

19 **MR. FLOYD:** Name of that road is Wellton
20 Place.

21 How far does this go down this way on each
22 side of the road with Gulf Coast on one, Gulf Power on
23 the other?

24 **WITNESS GORDON:** It will go three or four
25 miles down here.

1 **WITNESS WEINTRITT:** If you drew the
2 boundary, as I understand it, around Sunny Hills and
3 restricted Gulf Power to Sunny Hills, the Co-op line
4 would still be on Elkcarn Boulevard and we'd still be
5 crossing it to serve -- nothing would change by
6 drawing a boundary.

7 **WITNESS GORDON:** It would not change in this
8 area. That's correct.

9 **CHAIRMAN JOHNSON:** Okay.

10 **DEPARTURE: 2:14 p.m. CST**

11 - - - - -

12 **ARRIVE: 3:20 p.m. CST**

13 (Sunny Hills (Gulf Power) substation.)

14
15 **WITNESS WEINTRITT:** We've just talked so
16 much about Sunny Hills substation over the years,
17 there it is. That's the one. (Indicating)

18 **MS. JOHNSON:** So Sunny Hills substation.
19 Not Gap Pond.

20 **WITNESS WEINTRITT:** And transmission lines
21 come in the back side and this three-phase line, this
22 part going -- which way is that, north? Goes and
23 serves the country club and the water supply system
24 for Sunny Hills. The part going back behind us goes
25 to Highway 77. That's where we stopped at Alliance

1 Realty and on up 279; that's the switching capability
2 between the two.

3 CHAIRMAN JOHNSON: How many customers out
4 here, residential?

5 WITNESS WEINTRITT: Hundreds, not thousands.
6 400, 500.

7 CHAIRMAN JOHNSON: And the development is
8 designed to serve thousands.

9 WITNESS WEINTRITT: Thousands. The original
10 Deltona plat, if I'm not mistaken, may have been
11 24,000 building lots. We have another substation site
12 on the north side, Elkcarn Boulevard that's never been
13 needed; schools and shopping centers. It was a huge
14 planned community that did not meet growth
15 expectations, Deltona's anyway.

16 CHAIRMAN JOHNSON: Any questions?
17 Mr. Gordon, anything to add?

18 WITNESS GORDON: Just to make a rebuttal to
19 statement.

20 This is the culmination of the transmission
21 end of what I have described as one of the greatest
22 duplication of facilities, not pole for pole, et
23 cetera, but literally a million or so dollars to come
24 back in here to serve 400 to 500 customers, and when
25 you get here, to claim everything along the way. And

1 this substation has one outgoing feeder coming on it.
2 When this line above is out, it's out. It's all out.

3 We build a substation, we build one that
4 takes three, four, sometimes five outgoing circuits to
5 where you don't put more than a very small number of
6 the total consumers out of service if you have an act
7 of God, which we'll all have sooner or later, come in
8 on it. Or even when you have sabotage, you have got
9 to go real good with your sabotage; you've got to get
10 the main transformer itself.

11 Transmission line coming in is radial. It
12 comes off a loop feed, yes. The same thing is so with
13 the backup substation over at -- I can't recall the
14 name of it. Vernon. It's off of a radial feeder.
15 It's not looped into and out of the substation.

16 COMMISSIONER DEASON: This substation here
17 has a radial feed; is that right?

18 WITNESS WEINTRITT: The transmission line to
19 it is radial off of a network line as is Vernon, but
20 the distribution line between the two creates a loop.
21 That's an operating design; you can build three or
22 four feeders if you want. When one will serve the
23 load, it's a risk assessment, cost decision. Like I
24 said, I think we beat our loop feed capability to
25 death in the Washington Correctional case. It's there

1 and we use it all the time. We take this station out
2 for maintenance. That transformer failed. One of the
3 questions I answered, why did we change it? It burned
4 up during this proceeding, and it took us several days
5 to restore it and these people weren't out of lights
6 but a few hours; we served them out of Vernon during
7 that time until we restored this and put the loop
8 back. That's operating philosophy, how you want to do
9 that.

10 **CHAIRMAN JOHNSON:** Any other questions?
11 Okay, then we need to --

12 **MR. STONE:** There's been a suggestion that
13 this might be the place to wrap up. That would allow
14 the Commission and Staff to take Highway 20 back to
15 Tallahassee rather than going back into town.

16 **MR. HASWELL:** Unless there's a member of the
17 public that's expecting us back there.

18 **CHAIRMAN JOHNSON:** Is that how we left it
19 open, for members of the public --

20 **MR. FLOYD:** They were going to come with us.

21 **CHAIRMAN JOHNSON:** I don't think that was
22 anticipated under the notice.

23 **COMMISSIONER DEASON:** There's only one
24 problem, I've got to go back to Panama City. My truck
25 is there.

1 **MR. STONE:** Well, that's a problem that
2 several others share in common, so there are people
3 going back to the office.

4 **MR. HASWELL:** How long will it take us to
5 get there? 20 minutes.

6 **MS. JOHNSON:** I don't know.

7 Has a decision been made -- I'm a little
8 unclear as to whether we are going back -- whether the
9 Commission is going back to the office. So you are
10 not.

11 One of the closing items we need to consider
12 is -- or we may consider at this time is whether there
13 will be a need for additional hearing, technical
14 hearing, and that's something we were going to decide
15 after today's trip to view the facilities.

16 **MR. HASWELL:** Gulf Coast's position is that
17 the only two additional witnesses that we heard from
18 simply raised questions about rates which we don't
19 believe are significant, and on that basis we wouldn't
20 request any additional hearing date.

21 **CHAIRMAN JOHNSON:** Gulf Power.

22 **MR. STONE:** We don't request an additional
23 hearing date. We would request, of course, an
24 opportunity to have the transcript before we have to
25 submit briefs. And I think Gulf Coast would share

1 that.

2 CHAIRMAN JOHNSON: Staff.

3 MS. JOHNSON: We agree that there's not a
4 need for an additional hearing date. We have to
5 decide on a briefing schedule. The briefs will be
6 available -- transcripts will be --

7 THE REPORTER: I have Transcall tomorrow and
8 Friday. How about first week in July -- unless CR-3
9 doesn't go.

10 MS. JOHNSON: Well, we can decide that and
11 issue a procedural order if you like after they got
12 back to the Commission, assess the court reporter's
13 requirements; set a schedule for the briefs following
14 that.

15 MR. STONE: I would want, I think, at least
16 21 days after we have the transcripts to prepare
17 briefs. That's a little bit shorter than normal.

18 MR. HASWELL: I was thinking 30.

19 MR. STONE: I have no opposition to 30. I
20 think the normal thing is about 30 days from the
21 transcripts to do briefs. You have an out-of-town
22 travel scheduled the end of July. So I'd have no
23 opposition to 30 days for the briefs from the date the
24 transcripts are ready, assuming they are going to be
25 ready in two or three weeks.

1 **MS. JOHNSON:** That would be fine with us.

2 **CHAIRMAN JOHNSON:** We'll work through those
3 dates and probably go with 30 days.

4 Any other final matters?

5 **COMMISSIONER DEASON:** I want to say one
6 thing, and that is that I appreciate all of the
7 efforts by Gulf Coast and Gulf Power to bring us out
8 here, prepare an itinerary, taking time out of your
9 schedule to show your facilities to us. It's been
10 very helpful to me, and as one Commissioner I really
11 appreciate it. So thanks.

12 **MR. HASWELL:** We appreciate the opportunity.

13 **MR. STONE:** Thank you.

14 **CHAIRMAN JOHNSON:** We can adjourn and go off
15 the record.

16 (Tour ends at 2:27 p.m. CST.)

17 - - - - -

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1 STATE OF FLORIDA)
2 :
COUNTY OF LEON)

CERTIFICATE OF REPORTER

3 I, JOY KELLY, CSR, RPR, Chief, Bureau of
4 Reporting, Official Commission Reporter,

DO HEREBY CERTIFY that the field trip in
5 Docket No. 930855-EI was conducted by the Florida
6 Public Service Commission at the times and places
herein stated; it is further

7 CERTIFIED that I stenographically reported
8 the said proceedings; that the same has been
transcribed by me; and that this transcript, Volume 5,
9 from pages 708 through 777, constitutes a true
transcription of my notes of said proceedings.

10 DATED this June 23, 1997.

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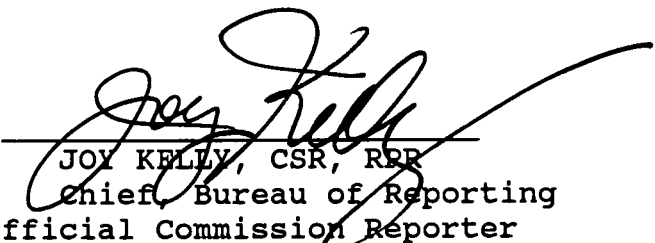
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JOY KELLY, CSR, RPR
Chief, Bureau of Reporting
Official Commission Reporter
(904) 413-6732

Case no. 92,479

Corrections to Direct Testimony
of Archie W. Gordon
Docket #930885

Exhibit (AWG-1) Direct testimony of Archie W. Gordon

page 3, line 24; "constructed" should be "corrected"
page 4, line 9; "rails" should be "trails"
page 7, line 5; "Palatka" should be "Green Cove Springs"

Exhibit (AWG-4) Proposed territorial boundary, written descriptions and indicating locations on detail maps of Bay County.

page 4, line 4; "John Pi s Road" should be
"John Pitts Road"
page 8, line 10; "west" should be "east"
page 8, line 11; "750" should be "650"
page 8, line 12; "850" should be "1000"

Exhibit (AWG-7) Proposed territorial boundary, written description and indicating location on detail maps of Washington County.

page 5, line 1; "34" should be "1"
page 5, line 2; "1900" should be "3800"
page 5, line 15; "NW" should be "W"
page 7, line 14&15; "northwest corner" should be "1/4 corner on the west
boundary"
page 7, line 16; should read "line of the s 1/2 of Section 20 to the East 1/4 of
Section 20; thence. . ."

The foregoing errata list prepared and
Submitted by Archie W. Gordon.

Signed

Date

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 930885-EU EXHIBIT NO. 1
COMPANY/ GORDON
WITNESS: _____
DATE: 4-29-97

SCHEDULE OF EXHIBITS
ARCHIE W. GORDON
established as of October 12, 1996

<u>Exhibit</u> (AWG-1)	Direct testimony of Archie W. Gordon
<u>Exhibit</u> (AWG-2)	Large Bay County map, color and grids
<u>Exhibit</u> (AWG-3)	Fifteen (15) sheets Bay County detail maps (showing proposed territorial boundary)
<u>Exhibit</u> (AWG-4)	Proposed territorial boundary, written descriptions and indicating location on detail maps of Bay County
<u>Exhibit</u> (AWG-5)	Large Washington County map, color and grids
<u>Exhibit</u> (AWG-6)	Twenty-four (24) sheets Washington County detail maps (showing proposed territorial boundary)
<u>Exhibit</u> (AWG-7)	Proposed territorial boundary, written description and indicating location on detail maps of Washington County.
<u>Exhibit</u> (AWG-8)	Gulf Coast's Response to Staff's Information Request

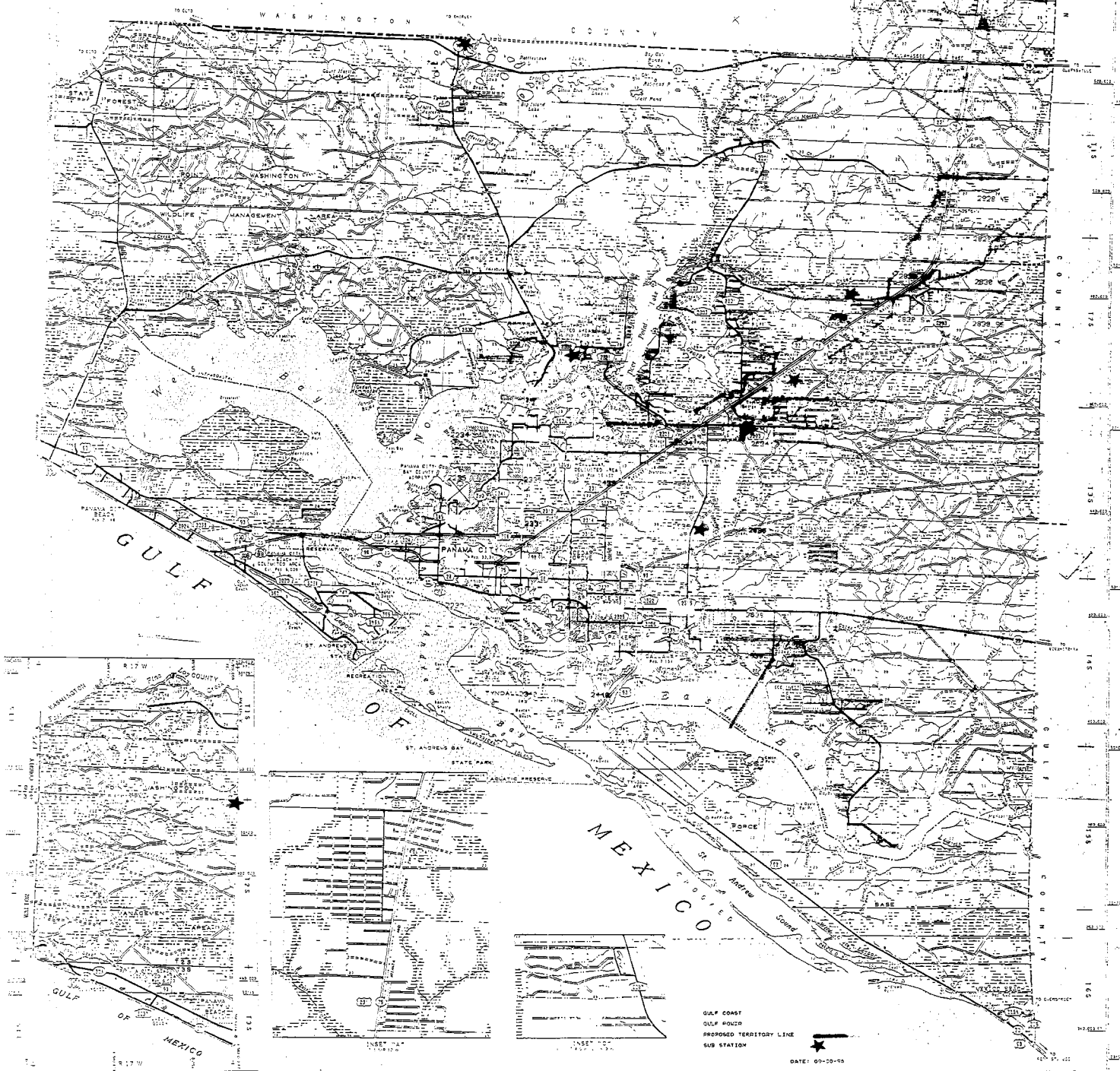
EXHIBIT _____ (AWG - 2)

(BAY COUNTY)

[illegible]

1. COMMERCIAL OR MUNICIPAL A. ROAD
 2. CANAL OR DRAINAGE DITCH
 3. INDUSTRIAL A. ROAD
 4. MARSH STREAM
 5. WOOD STREAM
 6. DAM WITH ROAD
 7. LAKE, RESERVOIR OR POND
 8. MEADOWS LAKE
 9. MARSH OR SWAMP
 10. MOUNTAIN BROOK
 11. DRAINAGE DITCH
 12. COUNTY BOUNDARY LINE
 13. TOWN BOUNDARY LINE
 14. LOCAL SECTION LINE
 15. FENCE OR RAILROAD
 16. MILITARY RESERVATION BOUNDARY
 17. LOCATION OF MILITARY BOUNDARY
 18. COUNTY SEAT

1. COMPANY LIMITED
 2. DEEMED AN ASSOCIATED EST
 3. PAYEE PARK OR SMALL PARK
 4. PARK WITH ESTATE CAMP
 5. BOAT RAMP
 6. POST OFFICE
 7. SCHOOL
 8. CHURCH
 9. GYMNASIUM
 10. CHURCH AND GYMNASIUM
 11. ONE OR MORE
 12. SCHOOL LEADERS' HOUSE
 13. SANITARY
 14. HOUSE
 15. HOUSE
 16. HOUSE
 17. HOUSE
 18. HOUSE
 19. HOUSE
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 98. HOUSE
 99. HOUSE
 100. HOUSE



GULF COAST
GULF POWER
PROPOSED TERRITORY LINE
SUB STATION

DATE: 02-20-20

GENERAL HIGHWAY MAP
BAY COUNTY
FLORIDA

STATE DEPARTMENT
DIVISION OF TRANSPORTATION PLANNING
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

[illegible]

SCA-5
0 3 0 3 3 4 5 6 7 8
SCA-5 0 0 1 5 6 5
2 3 12 11

[illegible]

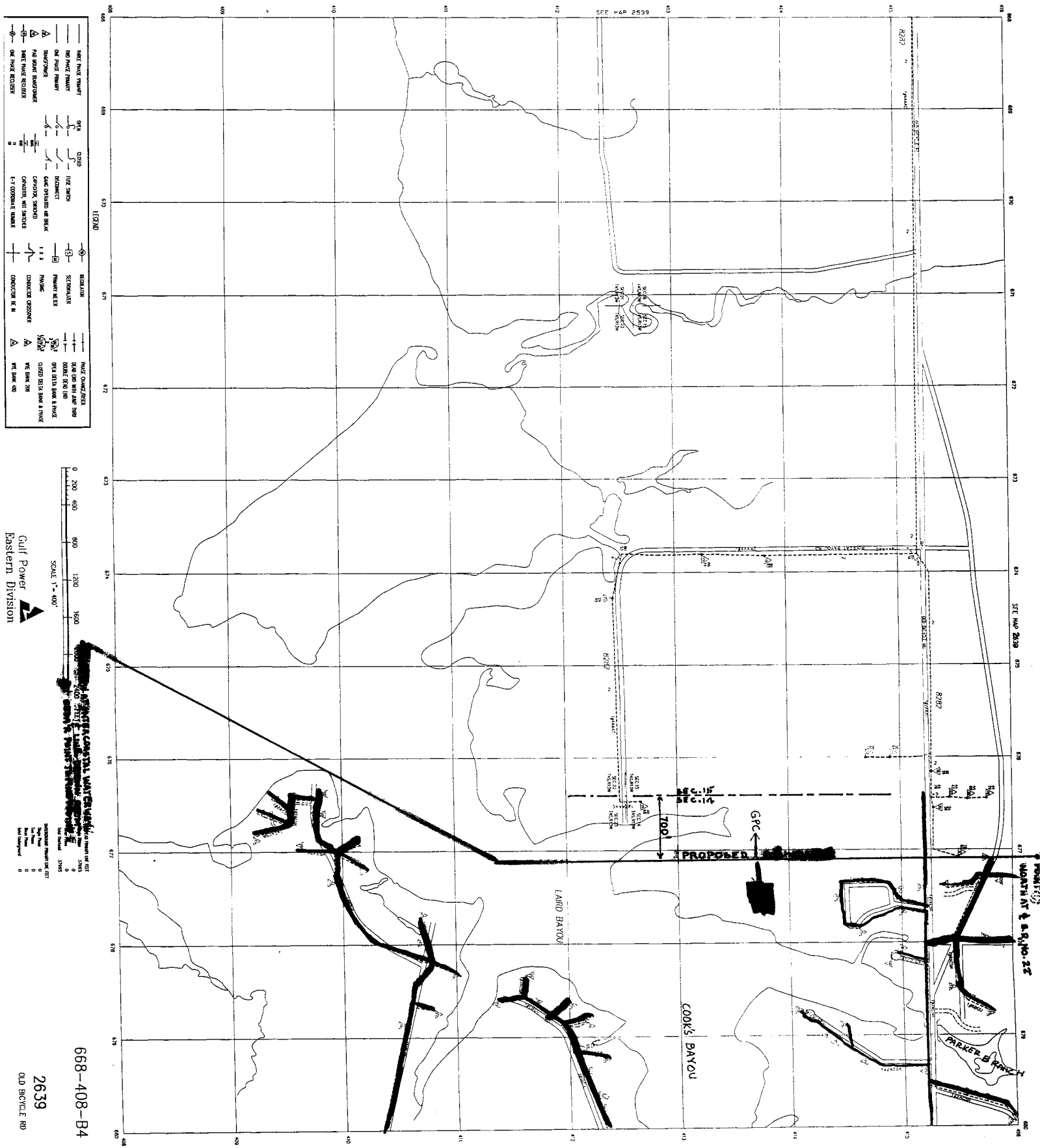
INSET "B"

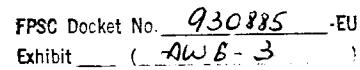
MAGNETIC NORTH IN MARCH 1986 WAS APPROXIMATELY 0.4 DEGREES
EAST OF TRUE NORTH. MAGNETIC DECLINATION IS APPROXIMATELY 0.4 DEGREES EAST.

EXHIBIT _____ (AWG - 3)

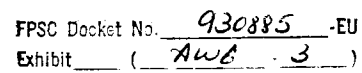
COMPOSITE EXHIBIT
CONTAINING 15 MAPS

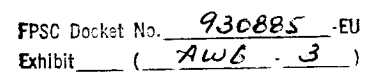
(BAY COUNTY)

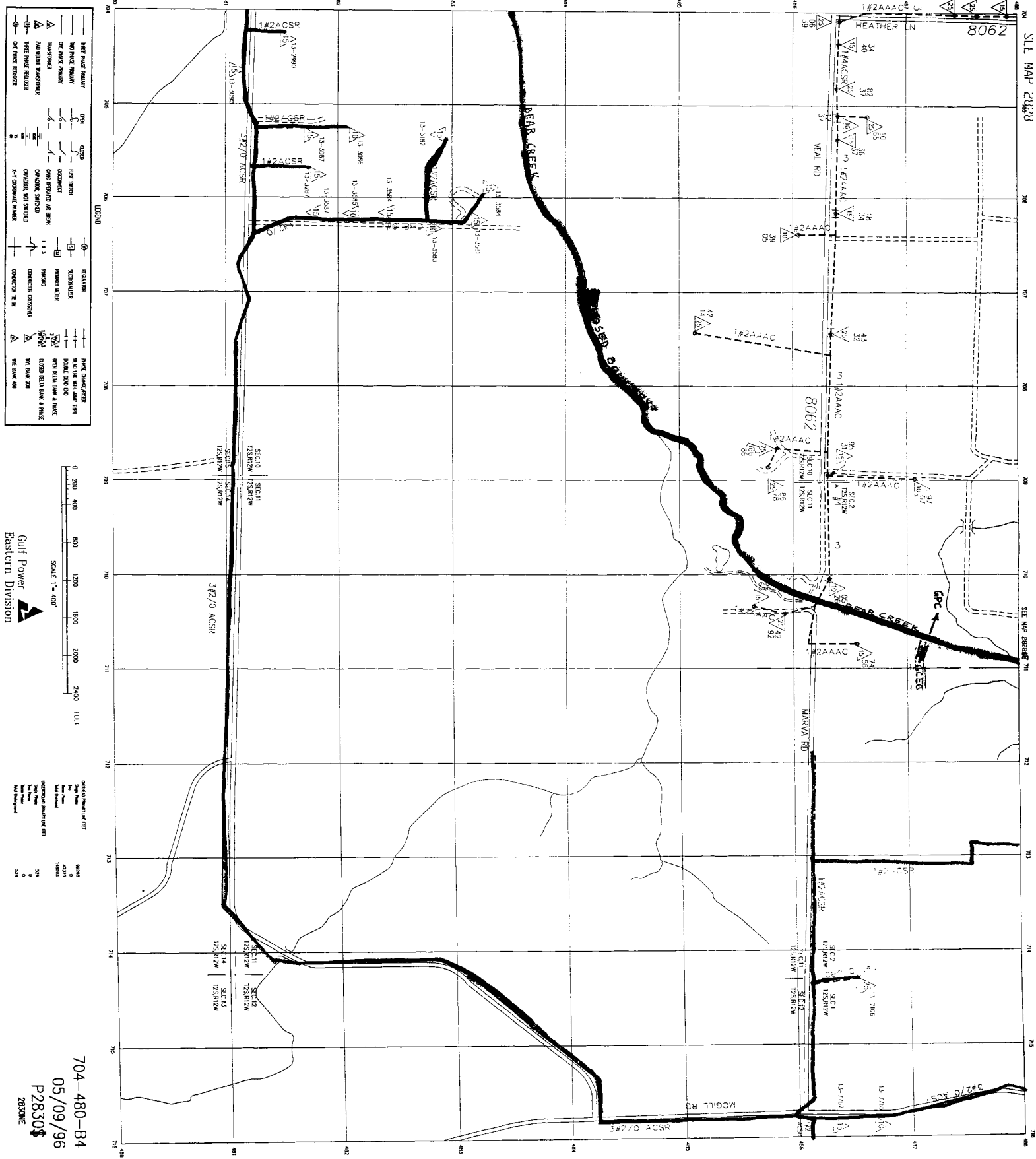




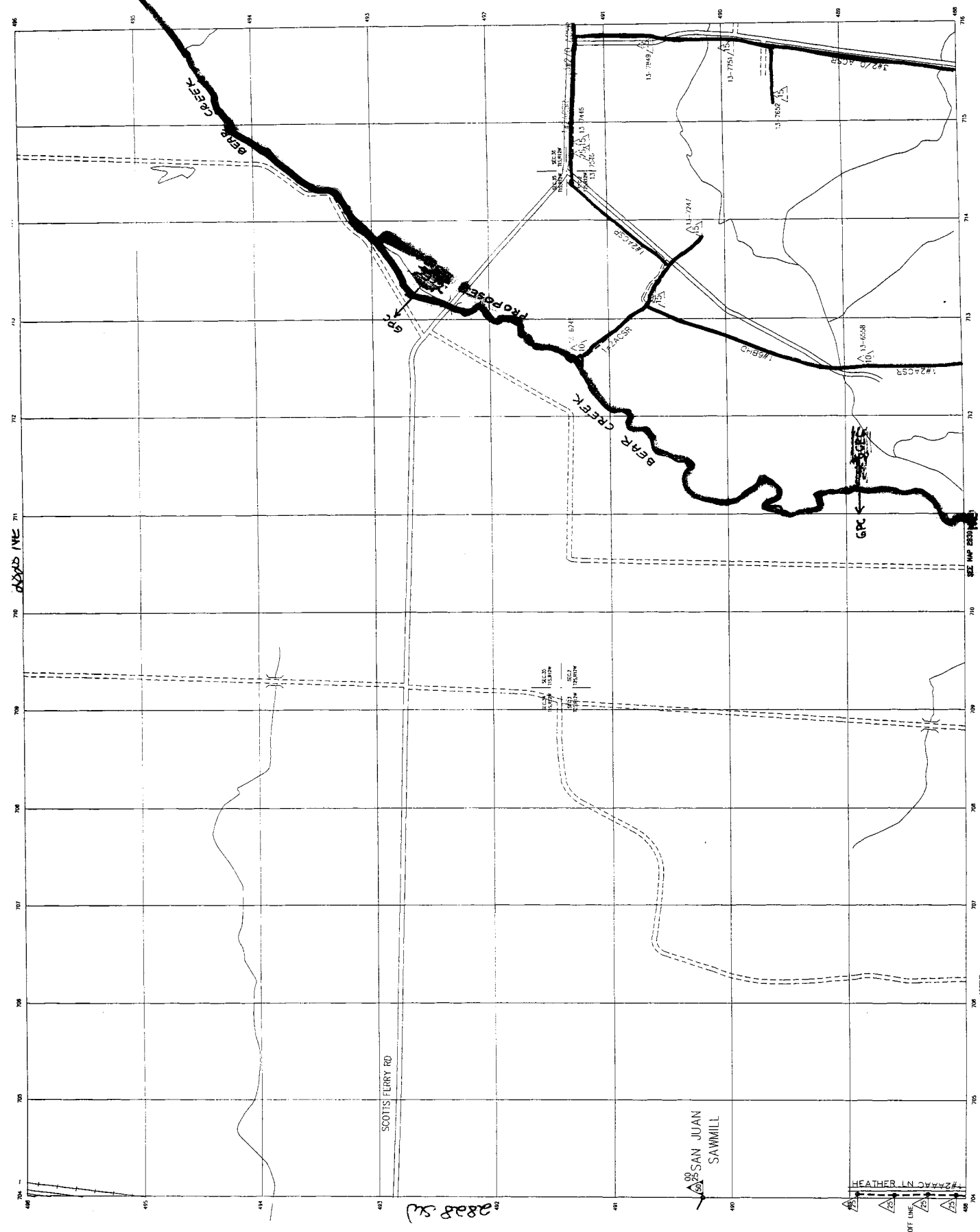






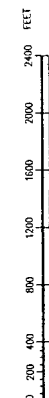


FPSC Docket No. 930885 (Exhibit 3)



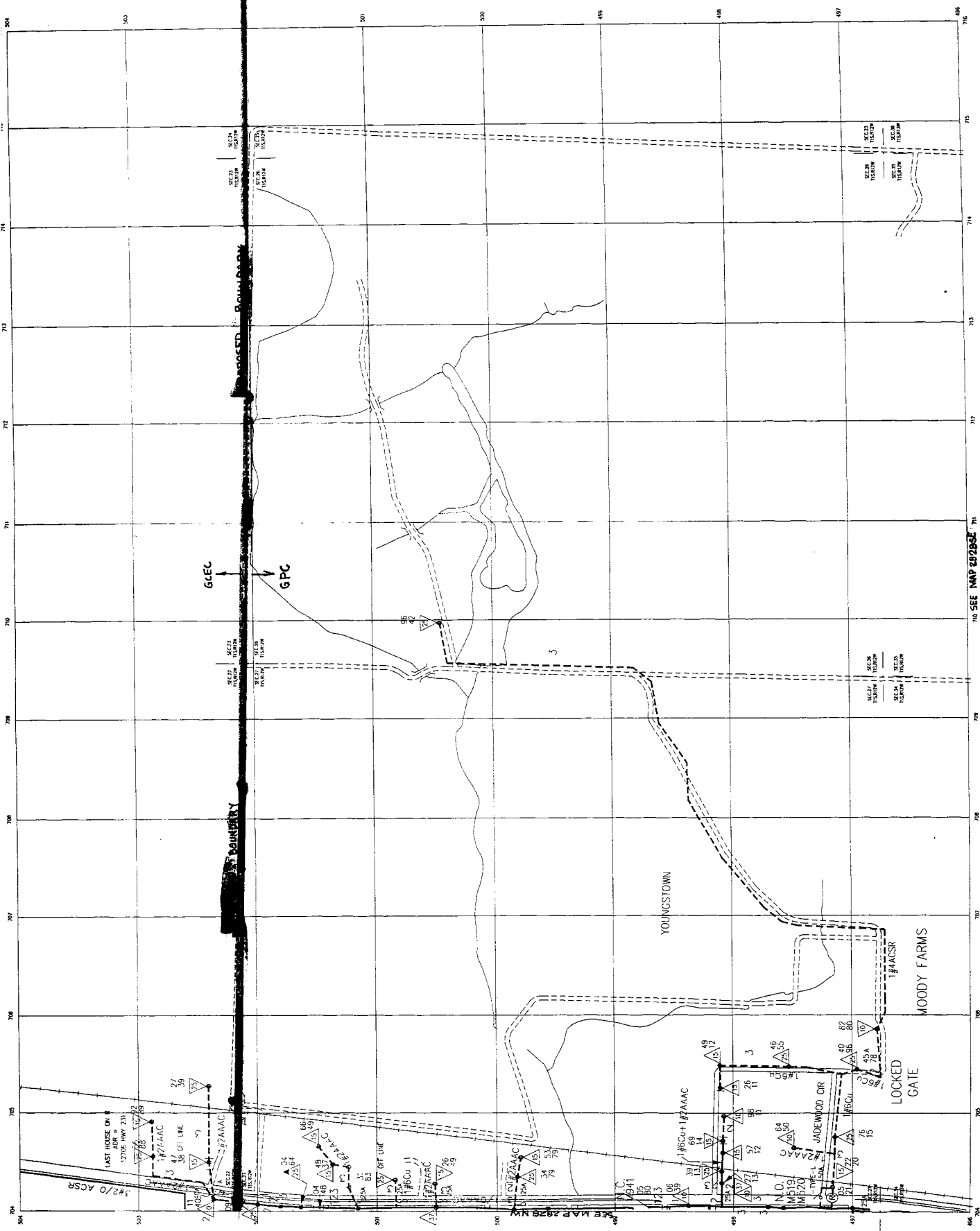
704-488-B4
05/09/96
P2828\$
.2828SE

NEW-OLD PAYMENT LINE (ELI)		
Single Payment	46724	
Fee	1783	
Draw Payment	39510	
Total Overhead	67497	
		221
		0
		310
		531



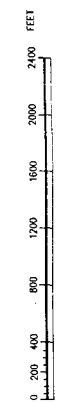
**Gulf Power
Eastern Division**

[illegible]



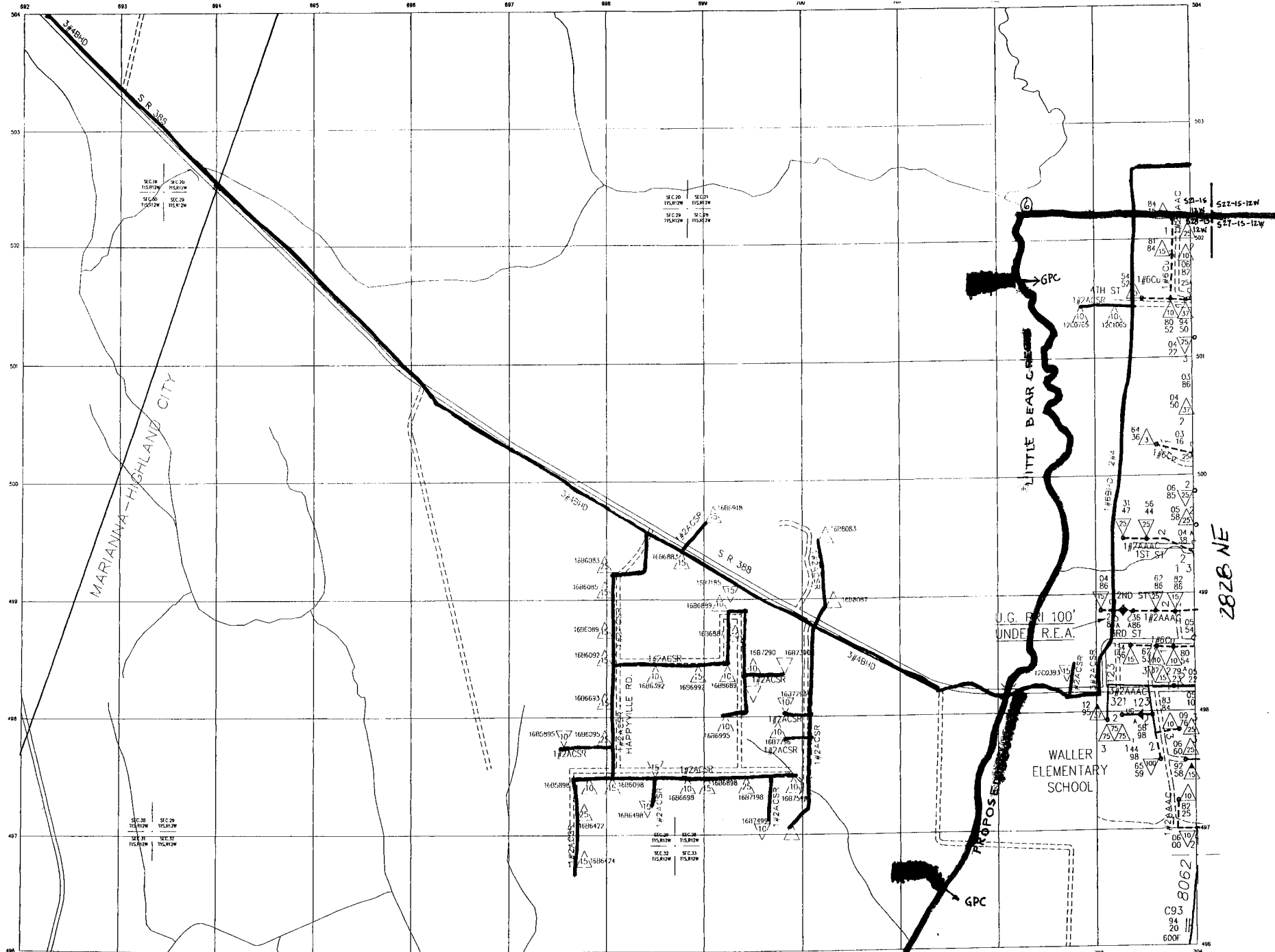
704-496-B4
05/09/96
P2828\$
2828NE

OVERHEAD PRICING LINE FEET		UNDERGROUND PRICING LINE FEET	
Single Phase	48224	Single Phase	271
Two	1763	Two	0
Three Phase	30310	Three Phase	310
Total Overhead	87487	Total Underground	531



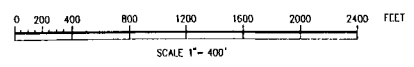
**Gulf Power
Eastern Division**

THREE PHASE PRIMARY		OPEN	CLOSED	REGULATOR	PHASE CHANGER
THREE PHASE PRIMARY					REG. LINE WITH AUTO
TWO PHASE PRIMARY					BOILER LOAD TAP
ONE PHASE PRIMARY					PHASE BELLA BELL & PHASE
TRANSFORMER					CLOSED BELLA BELL & PHASE
PH. MOUNT. TRANSFORMER					PH. BANK 2ND
THREE PHASE REDUCER					PH. BANK 2ND
ONE PHASE REDUCER					PH. BANK 2ND
					CONDUCTOR CROSSOVER
					CONDUCTOR IN M



FPSC Docket No. 930885 -EU
Exhibit (Aw6 - 3)

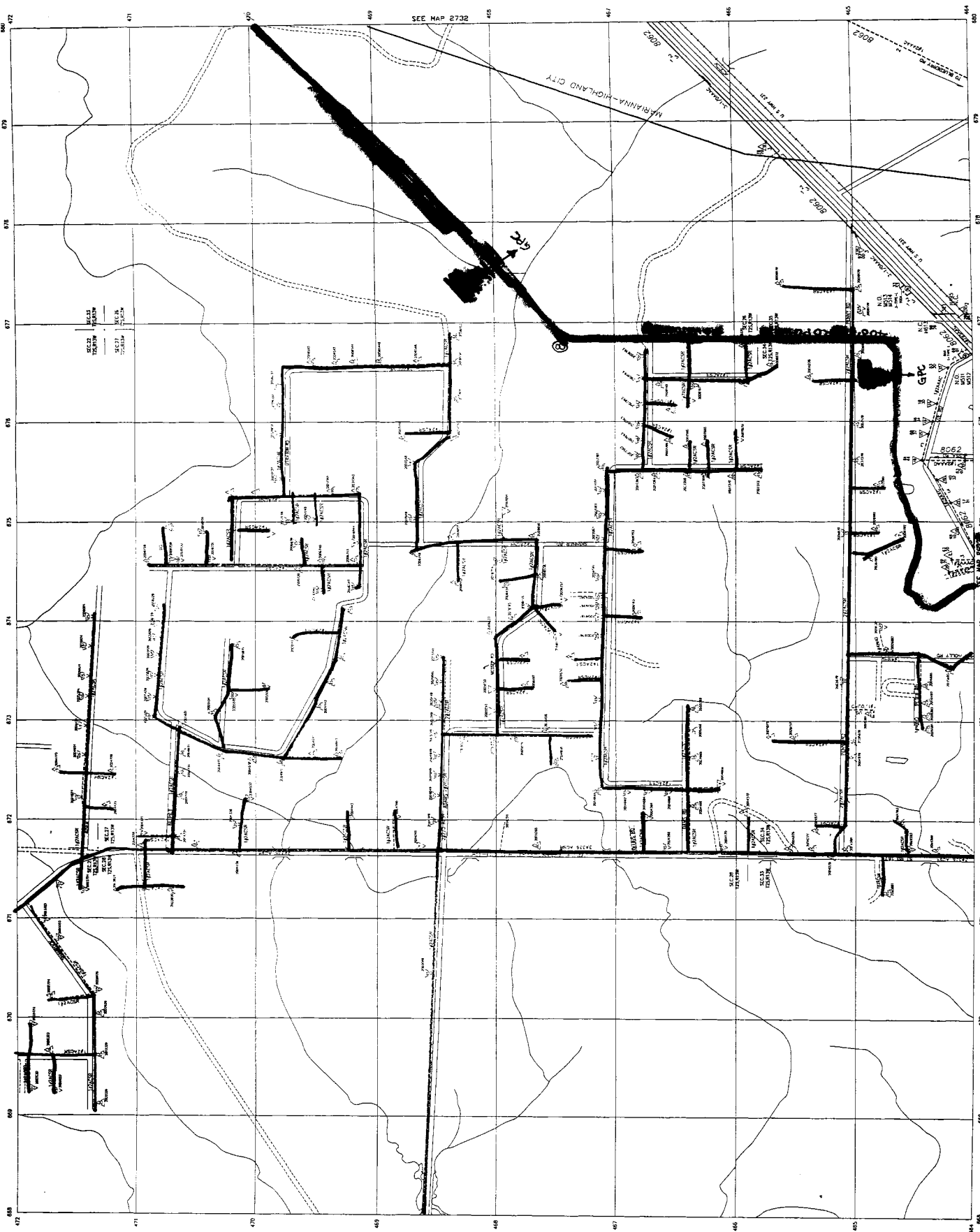
LEGEND					
	THREE PHASE PRIMARY		OPEN		CLOSED
	TWO PHASE PRIMARY		FUSE SWITCH		
	ONE PHASE PRIMARY		GROUNDED		
	TRANSFORMER		BKING OPERATOR OR BREAKER		
	PILOT POINT TRANSFORMER		CAPACITOR, SWITCHED		
	BANK RECLOSER		CAPACITOR, NOT SWITCHED		
	ONE PHASE RECLOSER		X-Y COORDINATE NUMBER		
	REGULATOR		SECTIONALIZER		
	DOUBLE BREAK		PRIMARY METER		
	PHASING		CONDUCTOR Crossover		
	BANK 308		CONDUCTOR TE IN		
	PHASE CHANGE RESISTOR		DEAD END WITH SNAP HOOK		
	SECONDARY METER		DOUBLE DEAD END		
	OPEN DELTA BANK & PHASE		CLOSED DELTA BANK & PHASE		
	WYE BANK 308		WYE BANK 480		



Gulf Power Eastern Division

OVERHEAD PRIMARY LINE FEET	
Single Phase	46224
Two	1783
Three Phase	39530
Total Overhead	87497
UNDERGROUND PRIMARY LINE FEET	
Single Phase	221
Two Phase	0
Three Phase	310
Total Underground	531

692-496-B4
05/09/96
P2828\$
2828NW



668-464-B4
05/22/95
2632
 231 & PENNY RD.

LEGEND

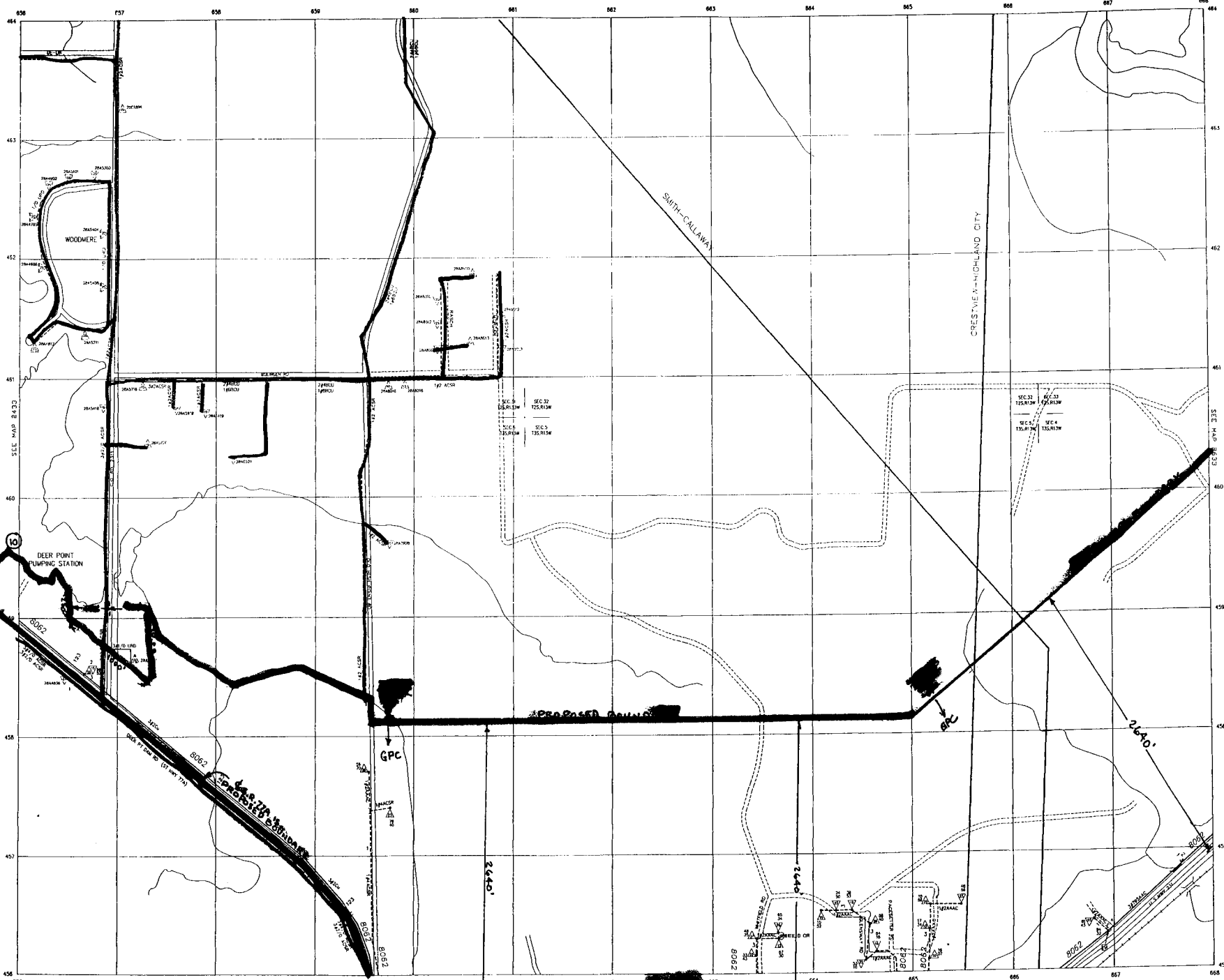
THREE PHASE PRIMARY	REGULAR	PHASE CHANGE METER
TWO PHASE PRIMARY	SEC. SWITCH	READ FOR W/L AMP THRU
ONE PHASE PRIMARY	REC. METER	ROCKE ROAD DUM
PHO. METER TRANSFORMER	PHASOR METER	ONE DUAL BANK & PHASE
ONE PHASE RECLOSER	PHASOR	CLOSED DUAL BANK & PHASE
	CONDUCTOR DISCONNECT	ONE BANK 200
	CONDUCTOR W/ SWICHD	ONE BANK 400
	2-1 COORDINATE NUMBER	

SEE MAP 2732

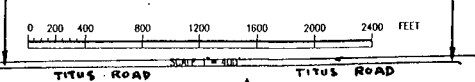
SEE MAP 2732

SCALE 1" = 400'

0 200 400 800 1200 1600 2000 2400 FEET



THREE PHASE PRIMARY	OPEN	CLOSED	REGULATOR	PHASE CHANGER/RESE
TWO PHASE PRIMARY	FUSE SWITCH	SECTIONALIZER	READ END METER JUMP THRU	DOUBLE DEAD END
ONE PHASE PRIMARY	DISCONNECT	PRIMARY METER	OPEN DELTA BANK & PHASE	CLOSED DELTA BANK & PHASE
TRANSFORMER	CAPACITOR, SWITCHED	PHASING	CONDUCTOR CROSSOVER	CONDUCTOR TIE IN
PAD MOUNT TRANSFORMER	CAPACITOR, NOT SWITCHED	1 2 3	CONDUCTOR TIE IN	
THREE PHASE RECLOSER	X-Y COORDINATE NUMBER			
ONE PHASE RECLOSER				



Gulf Power
Eastern Division

OVERHEAD PRIMARY LINE FEET	
Single Phase	21367
Two Phase	0
Three Phase	20256
Total Overhead	41574

UNDERGROUND PRIMARY LINE FEET	
Single Phase	0
Two Phase	0
Three Phase	0
Total Underground	0

656-456-B4
05/22/95
2533
DEER POINT DAM ROAD

EXHIBIT _____ (AWG - 4)

COMPOSITE EXHIBIT
CONTAINING 9 PAGES

(BAY COUNTY)

4/29/97
cc made per
Exh 1
mas

Proposed Territorial Boundary
between
Gulf Power Company and Gulf Coast Electric Cooperative
in
Bay County, Florida
Date: July 30, 1996
Revised: Oct. 15, 1996

This revision is made to reflect GCEC service to the Washington County Correctional Institute per resolution of that conflict in accordance with judicial appeal and to indicate the location on certain maps approved by the PSC in this instance.

The described boundary is related to an associated State of Florida, Department of Transportation map of Bay County, Florida, (scale 1"=1 mile), 15 large scale maps of the GPC and GCEC electrical distribution facilities (scale 1"=400') plus one set of 15 intermediate scale maps of the GPC and GCEC electrical distribution facilities (scale 1"=800', approximate).

The information associated herewith is intended to assist in avoidance of duplication of facilities, the comingling or intermingling of lines and the elimination and/or reduction of conflicts from the time of establishment of such a territorial boundary by the State of Florida, Public Service Commission and thence into the future.

The associated maps of Bay County incorporate the following features.

1. A proposed boundary to be observed is set forth with an orange colored line.

2. Areas which are currently served by Gulf Power Company are set forth with blue colored facilities.

3. Areas which are currently served by Gulf Coast Electric Cooperative are set forth with red colored facilities.

4. Numerically identified points lying along the proposed territorial boundary are indicated by numbers written thereon.

These two facility colors (blue and red) are the same colors that have been adopted throughout all of the exchange of maps between the two parties, i.e. blue represents the reproduced color coded facilities of GPC while red represents the reproduced color coded facilities of GCEC.

Proposed Territorial Boundary Description

Bay County

Beginning at the channel of the Intercoastal Waterway and its intersection with a line drawn from Piney Point to Cedar Point in East Bay, Bay County, Florida and being numerically identified as "POB" by marginal reference on Map 2639:

Thence northerly and easterly across waters of East Bay to Laird Bayou; thence continue northerly and easterly through Laird Bayou to a line parallel to and approximately 700 feet east of west lines of Sections 23, 14 and the south 1/2 of 11, T 4 S, R 13 W; thence north along said line to its intersection with S.R. 22 and being numerically identified as point 1. (Point 1 is located upon what would be GPC map 2638 but is also identified by marginal reference on Map 2639 which is included in the map list established by PSC staff.)

(This last line is established so as to bisect the existing facilities of each company where they are adjacent to each other in the vicinity of Bicycle Road on the west side of Parker Branch.)

Continue thence north from point 1 to a CCC road which extends in a northerly direction; thence northerly and westerly along a line 300 feet west of and parallel to CCC road through Sections 11, 2 and 3, T 4 S, R 13 W and Sections 35, 34, 27, 22, 15 (across what would be GPC maps 2638, 2637, 2636, 2635) and the south 1/2 of

Section 10, T 3 S, R 13 W to east/west centerline of Section 10 and lying approximate to the west 1/2 of map 2634.

(This point to lie midway between two established roads which both connect to John Pitts Road which in turn lies approximately 1/2 mile to the north. Sunwood Road lies to the west and is served by GPC and Bumby Road lies to the east and is served by GCEC.)

Thence north between and parallel to Sunwood Road and Bumby Road to the centerline of John Pitts Road and being numerically identified as point 2 and as depicted on Map 2634:

Thence easterly along centerline of John Pitts Road to the north feeder of the Bayou George (South) substation (GCEC); thence northerly along said north feeder to Bayou George Creek as depicted on Map 2633; thence westerly and northerly along Bayou George Creek to the Bayline Railroad; thence northeasterly along the Bayline Railroad to the west boundary of the Sweetwater Village Development; thence south along the west boundary of Sweetwater Village Development to Bayou George Creek; thence easterly along Bayou George Creek to the west line of Section 2, T 3 S, R 13 W; thence north along the west line of Section 2 to the northwest corner of Section 2; thence east along the north line of Sections 2 and 1 to the quarter corner on the north line of Section 1, T 3 S, R 13 W and numerically identified as point 3 and as depicted on Map 2733:

Thence north along the north-south centerlines of Sections 36 and 25, T 2 S, R 13 W to a point which is 2640 feet (1/2 mile) from the centerline of U.S. 231 (this 1/2 mile distance being measured "normal" to the centerline of U.S. 231, which is at right angles to the road and lies upon what would be GPC map 2732).

Thence northeasterly and parallel to U.S. 231 along a line lying 2640 feet southeast from the road centerline through Sections 25, T 2 S, R 13 W and Sections 30, 19 and 20, T 2 S, R 12 W to the north-south centerline of Section 20 and being numerically identified as point 4 and lying on Map 2830SW:

Thence north along the north-south centerlines of Sections 20 and 17, T 2 S, R 12 W to the southeast right of way of the Bayline Railway; thence northeasterly along Bayline Railway southeast right of way to Bear Creek; thence easterly along Bear Creek to North Bear Creek Road as shown on map 2830NW; thence northwesterly along North Bear Creek Road to the southeast right of way of Bayline Roadroad; thence northeasterly along railroad right of way a distance of 2640 feet; thence east 400 feet more or less to a tributary of Bear Creek; thence southerly along tributary to Bear Creek; thence northeasterly along Bear Creek through Sections 9, 10, 11 and 2, T 2 S, R 12 W and Sections 35, 36 and 25, T 1 S, R 12 W through map 2830NW, map 2830NE, map 2828SE and what would be GPC map 2028SW to the intersection of Bear Creek with the east line of Bay County (also being the west line of Calhoun County); thence

north along the east line of Section 25, T 1 S, R 12 W to the southeast corner of Section 24, T 1 S, R 12 W and being numerically identified as point 5 and as would be located upon GPC map 3028NW, should it exist.

Thence west along the south line of Sections 24, 23, 22 and a portion of the south line of Section 21, all lying in T 1 S, R 12 W and crossing Bayline Railroad and U.S. 231 (shown on map 2828NE) from east to west to the section line intersection with Little Bear Creek and being identified as point 6 as shown on map 2828NW.

Thence southerly along the thread of Little Bear Creek through Sections 28 and 33, T 1 S, R 12 W (maps 2828NW and 2828SW) and also southerly through Sections 4, 5, and 8, T 2 S, R 12 W to it's intersection with the north-south centerline of Section 8 and being numerically identified as point 7 on map 2830NW;

Thence south along the north-south centerlines of Sections 8 and 17 T 2 S, R 12 W to the northwesterly right of way of U.S. 231; thence southwesterly along the northwesterly right of way of U.S. 231 to a point on the west line of Section 17 which is located 1300 feet north of the southwest corner of Section 17, T 2 S, R 12 W;

Thence west through the south 1/2 of Section 18 along a line parallel to the south line of Section 18, T 2 S, R 12 W to a point which is 2640 feet (1/2 mile) northwest from the centerline of U.S. 231, and as shown on map 2731 (this 1/2 mile distance being

measured "normal" to the centerline of U.S. 231, which is at right angles to the road); thence southwesterly and parallel to U.S. 231 along a line lying 2640 feet northwest from the road centerline through Sections 18 and 19, T 2 S, R 12 W and a portion of Sections 24, 23 and 26, T 2 S, R 13 W to the west line of Section 26 and being numerically identified as point 8 and which lies on map 2632:

Thence south along the east line of Sections 27 and 34 to a point approximately 400 feet south of Penny Road. (this point being a drainage course between Penny Road and Coe Road to the south); thence westerly and southerly along this drainage course to a point which is 350 feet south of the western tangent of Coe road; thence westerly along a line which is 350 feet south of the western tangent of Coe Road to a point 350 feet east of S.R. 167 (old County Road 2301) as shown on map 2633; thence south parallel to the centerline of S.R. 167 approximately 2300 feet to the centerline of a drainage course from the southeast and to Bayou George which lies to the west; thence westerly along drainage course to the waters of Bayou George and being numerically identified as point 9 on map 2633:

Thence northwesterly along the waters of Bayou George to a point which is 2640 feet (1/2 mile) northwest from the centerline of U.S. 231: (this 1/2 mile being measured "normal" to the centerline of U.S. 231, which is at right angles to the road); thence southwesterly and parallel to U.S. 231 along a line 2640

feet from the road centerline through Section 33, T 2 S, R 13 W and through Sections 4 and 5, T 3 S, R 13 W to a point shown on map 2533 which is 2640 feet (1/2 mile) north of the centerline of Titus Road (this 1/2 mile being measured "normal" to the centerline of Titus Road, which is at right angles to the road); thence west along a line parallel to and 2640 feet north of Titus Road to a point of intersection with the old High Point Road; thence northerly along the old High Point Road to the first drainage course; thence northwesterly along drainage course to a point 400 feet ^{east} ~~west~~ of a bridge on the new paved High Point Road (map designated CR 2311); thence south ⁶⁵⁰ ~~750~~ feet; thence northwesterly ¹⁰⁰⁰ ~~850~~ feet and parallel to State Road 77A; thence North 250 feet to the waters of Deerpoint Lake; thence northwesterly along the south shore of Deerpoint Lake approximately 1000 feet to the northwest boundary of the Deerpoint Lake water pumping station site and being numerically identified as point 10 and lying on map 2433;

Thence southwesterly along the northwest boundary of the Deerpoint Lake water pumping station site and on to the Deerpoint Dam Road centerline, also known as S.R. 77A; thence southeasterly along the centerline of S.R. 77A to it's intersection with Titus Road as shown on map 2534; thence west along a projection of Titus Road and along the south line of Section 6, T 3 S, R 13 W and Section 1, T 3 S, R 14 W to the waters of Mill Bayou and being numerically described as point 11 and as described by note on map 5534:

Thence northwesterly within the waters of Mill Bayou, past College Point and into the approximate center of North Bay west of the Deerpoint Dam and being numerically identified as point 12:

Thence westerly and southwesterly along the channel of North Bay, to the North Bay Bridge adjacent to Lynn Haven and Southport; thence westerly through the channel span of North Bay Bridge to a point 400 feet beyond and terminating at that point.

EXHIBIT _____ (AWG - 5)

(WASHINGTON COUNTY)

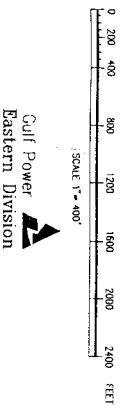
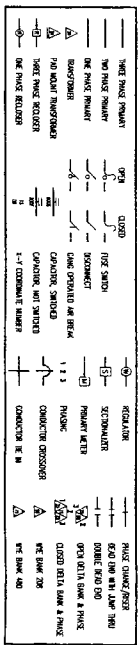


FPSC Docket No. 930.885 -EU
Exhibit (ALG - 5)

EXHIBIT _____ (AWG - 6)

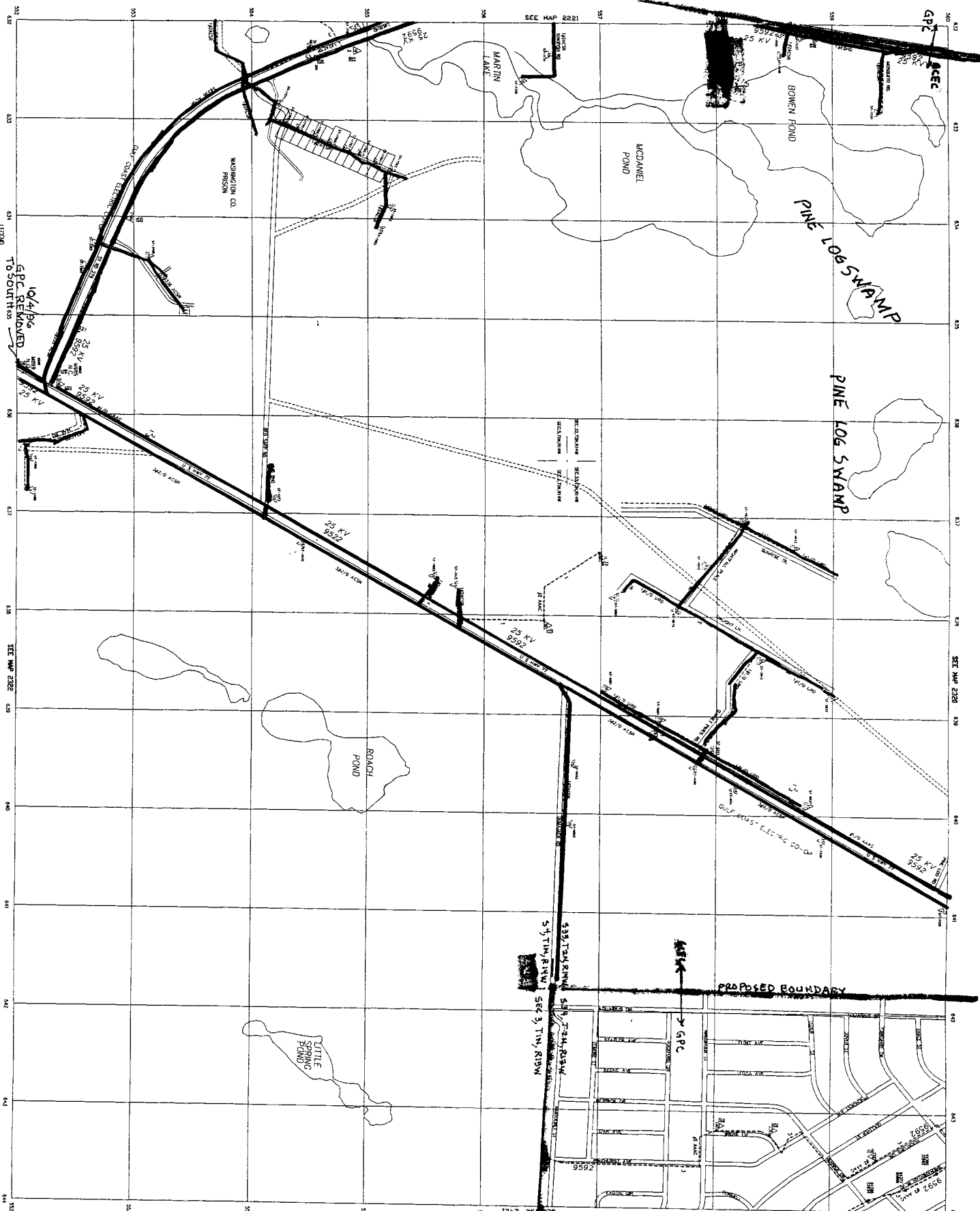
COMPOSITE EXHIBIT
CONTAINING 24 MAPS

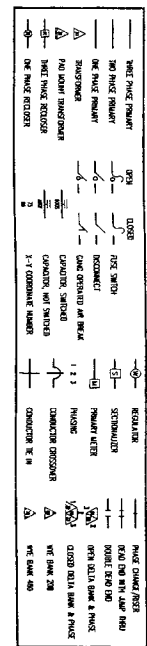
(WASHINGTON COUNTY)



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10/1/96	GP	1.2
10/1/96	GP	1.3
10/1/96	GP	1.4
10/1/96	GP	1.5
10/1/96	GP	1.6
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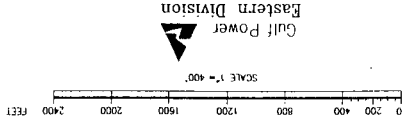
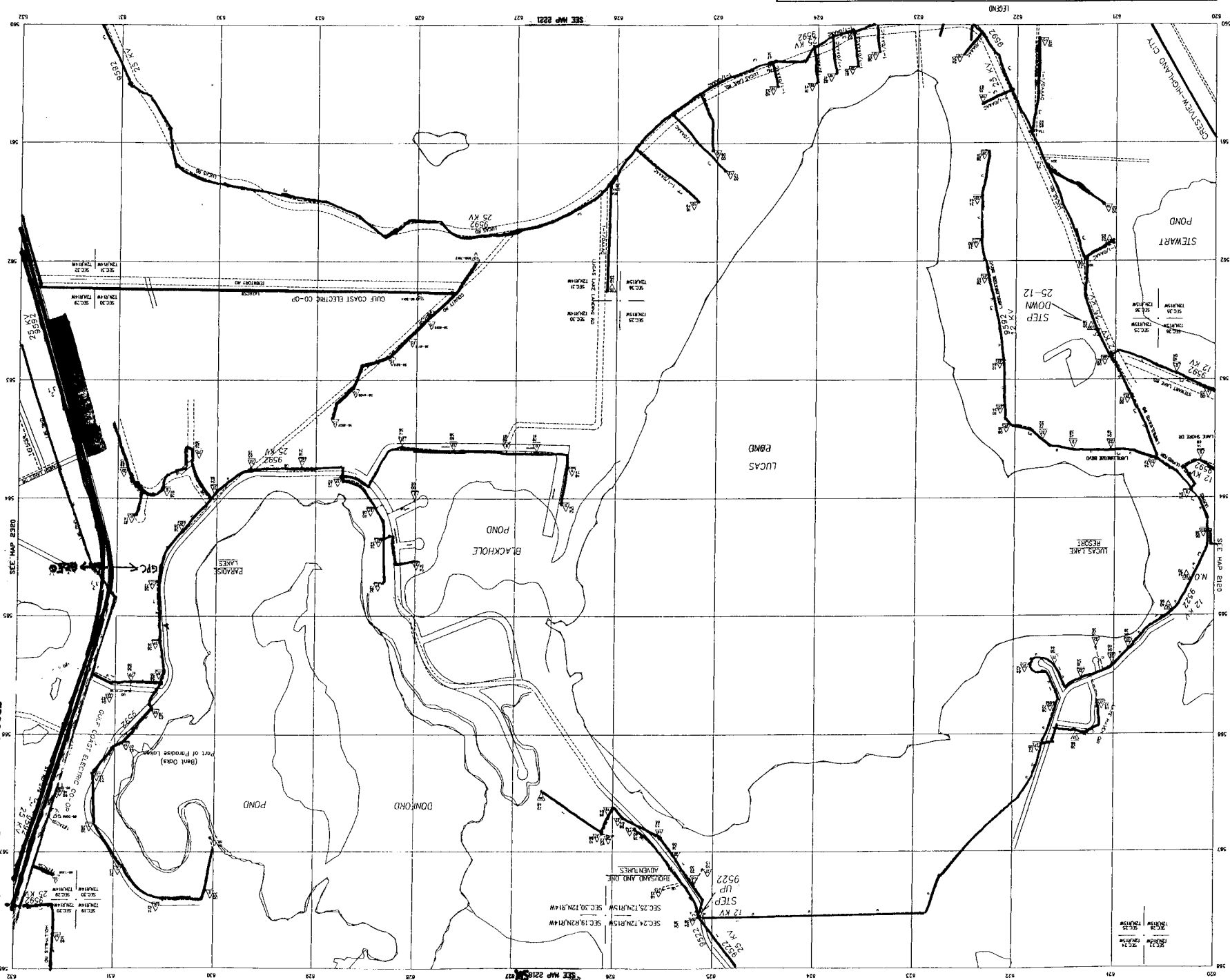
632-552-B4
06/27/95
2321
SUNNY





CEPHALOPOD PRAWN L&E	
Shrimp Prawns	31700
Ice	0
Shrimp Prawns	14588
Ice	46333
CEPHALOPOD PRAWN L&E (RT)	
Shrimp Prawns	392
Ice	0
Shrimp Prawns	0
Ice	312

632-560-B4
05/22/95
2320
SUNNY

[illegible]



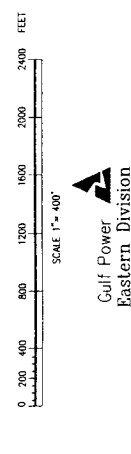
Gulf Power
Eastern Division

620-576-B4
05/09/96
P2218\$
2218NW



LEGEND

THREE PHASE PRIMARY	THREE PHASE SECONDARY	THREE PHASE TAP	THREE PHASE TAP
TWO PHASE PRIMARY	TWO PHASE SECONDARY	TWO PHASE TAP	TWO PHASE TAP
ONE PHASE PRIMARY	ONE PHASE SECONDARY	ONE PHASE TAP	ONE PHASE TAP
TRANSFORMER	TRANSFORMER	TRANSFORMER	TRANSFORMER
PAID METER TRANSFORMER	PAID METER TRANSFORMER	PAID METER TRANSFORMER	PAID METER TRANSFORMER
THREE PHASE RELAY	THREE PHASE RELAY	THREE PHASE RELAY	THREE PHASE RELAY
ONE PHASE RELAY	ONE PHASE RELAY	ONE PHASE RELAY	ONE PHASE RELAY
THREE PHASE SWITCH	THREE PHASE SWITCH	THREE PHASE SWITCH	THREE PHASE SWITCH
ONE PHASE SWITCH	ONE PHASE SWITCH	ONE PHASE SWITCH	ONE PHASE SWITCH
THREE PHASE BREAKER	THREE PHASE BREAKER	THREE PHASE BREAKER	THREE PHASE BREAKER
ONE PHASE BREAKER	ONE PHASE BREAKER	ONE PHASE BREAKER	ONE PHASE BREAKER
THREE PHASE FUSE	THREE PHASE FUSE	THREE PHASE FUSE	THREE PHASE FUSE
ONE PHASE FUSE	ONE PHASE FUSE	ONE PHASE FUSE	ONE PHASE FUSE
THREE PHASE METER	THREE PHASE METER	THREE PHASE METER	THREE PHASE METER
ONE PHASE METER	ONE PHASE METER	ONE PHASE METER	ONE PHASE METER
THREE PHASE METER	THREE PHASE METER	THREE PHASE METER	THREE PHASE METER
ONE PHASE METER	ONE PHASE METER	ONE PHASE METER	ONE PHASE METER
THREE PHASE METER	THREE PHASE METER	THREE PHASE METER	THREE PHASE METER
ONE PHASE METER	ONE PHASE METER	ONE PHASE METER	ONE PHASE METER

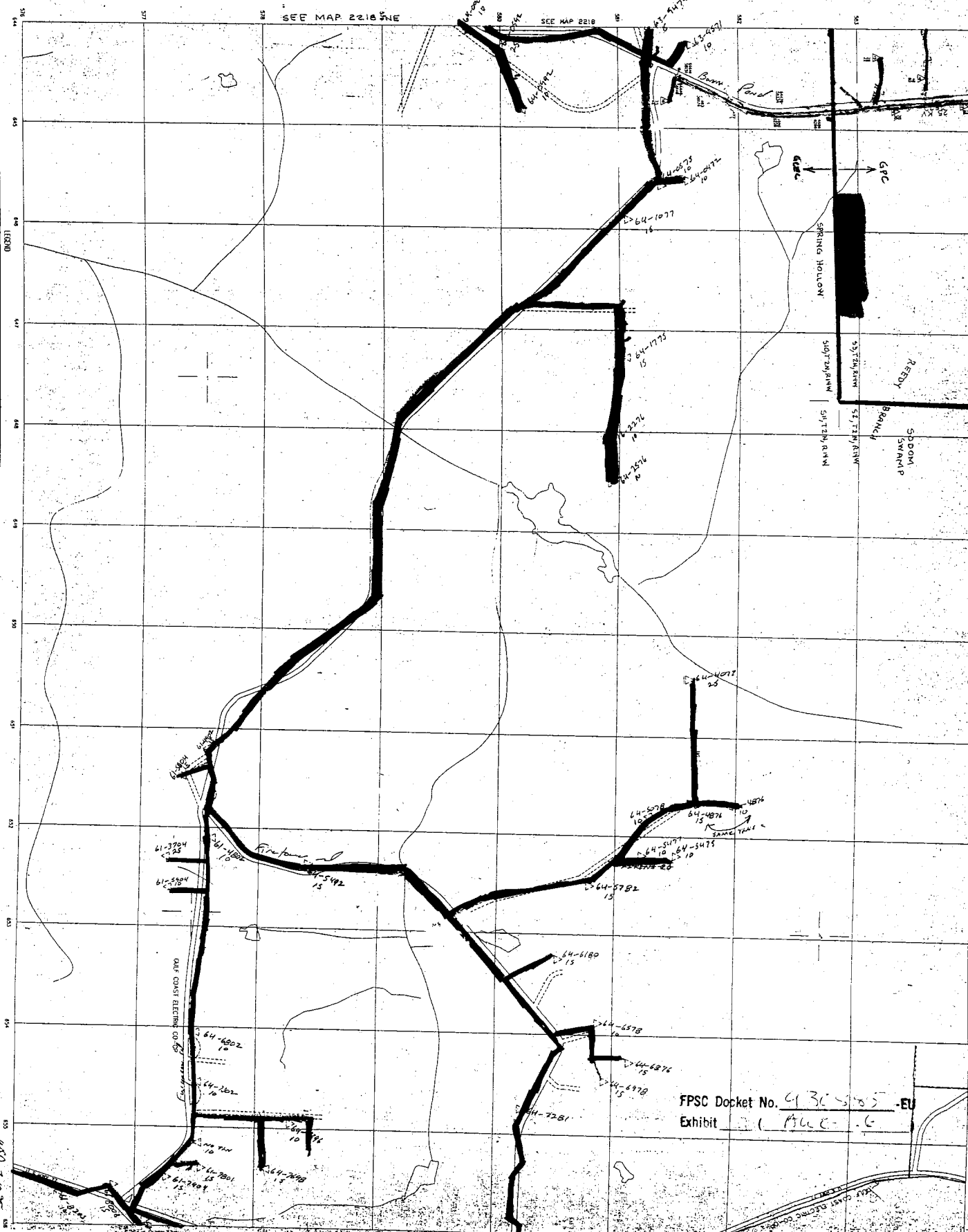


Gulf Power
Eastern Division

COORDINATE POINTS (Easting, Northing)

Point	Easting	Northing
121004	632.00	576.00
121005	632.00	577.00
121006	632.00	578.00
121007	632.00	579.00
121008	632.00	580.00
121009	632.00	581.00
121010	632.00	582.00
121011	632.00	583.00
121012	632.00	584.00

632-576-B4
05/09/96
P2218\$
2218NE

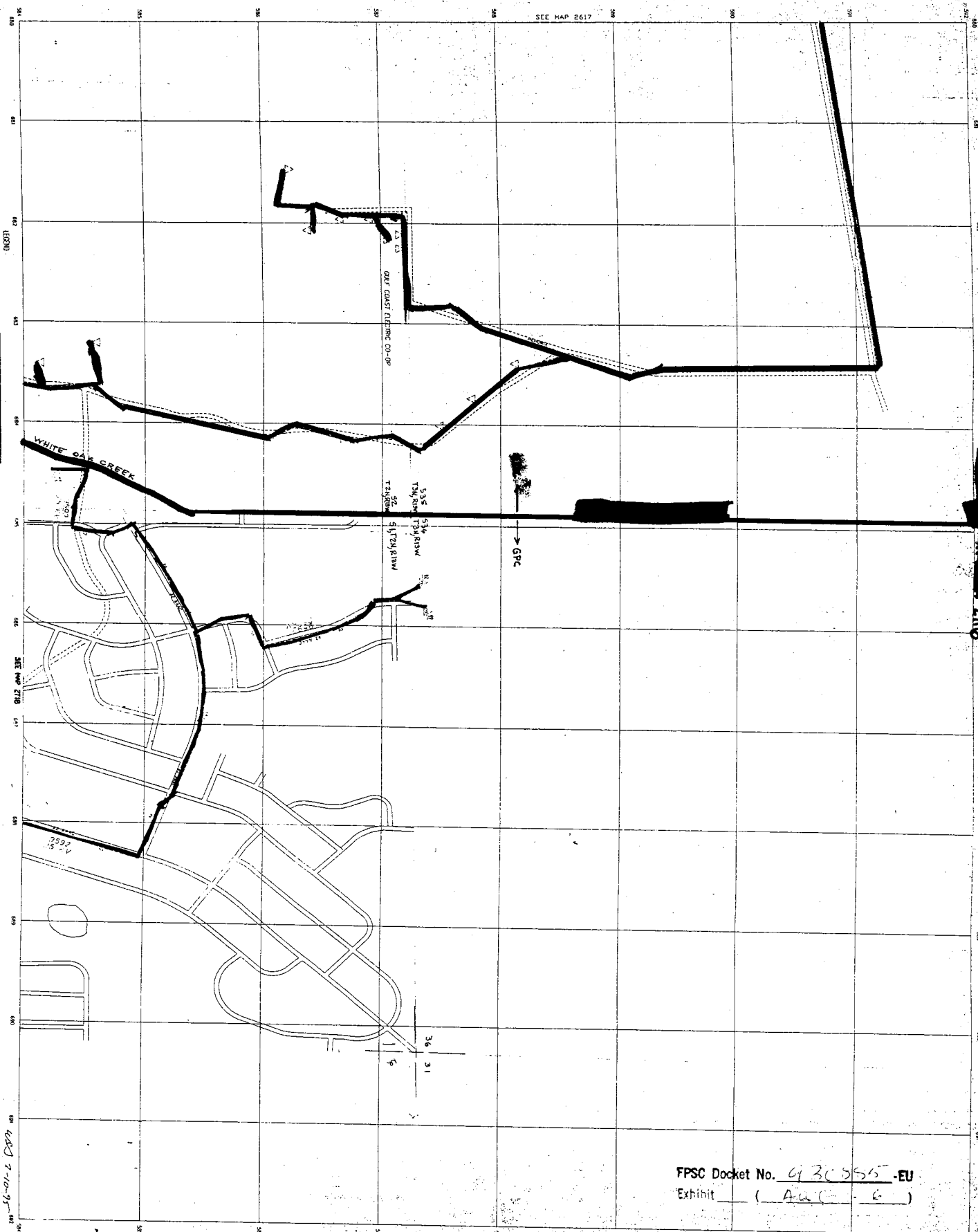


FPSC Docket No. 430505 -EU
Exhibit 1AEC-6

SCALE 1" = 400'

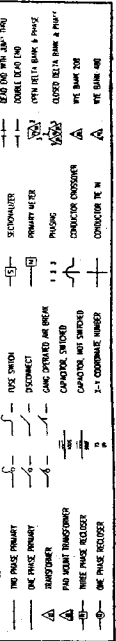
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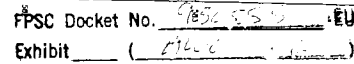
2418
 05/23/95
 644-576-B4
 720015000005726
 6741

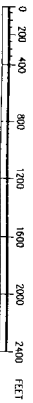
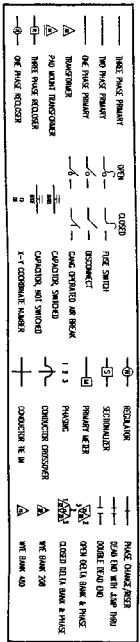


FPSC Docket No. 430555 -EU
Exhibit (Aa) - 6

680-584-B4
05/22/95
2717
SUNNY

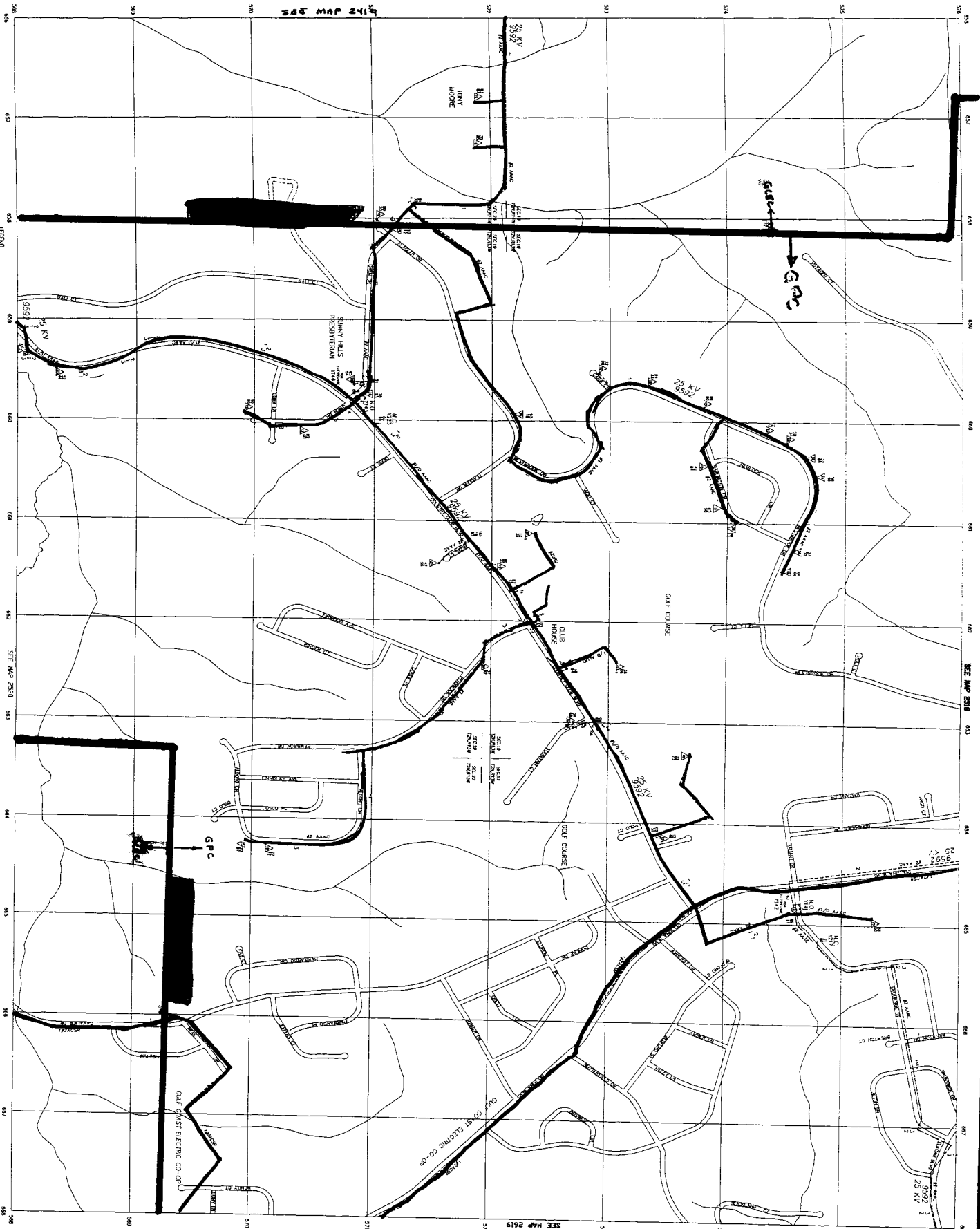


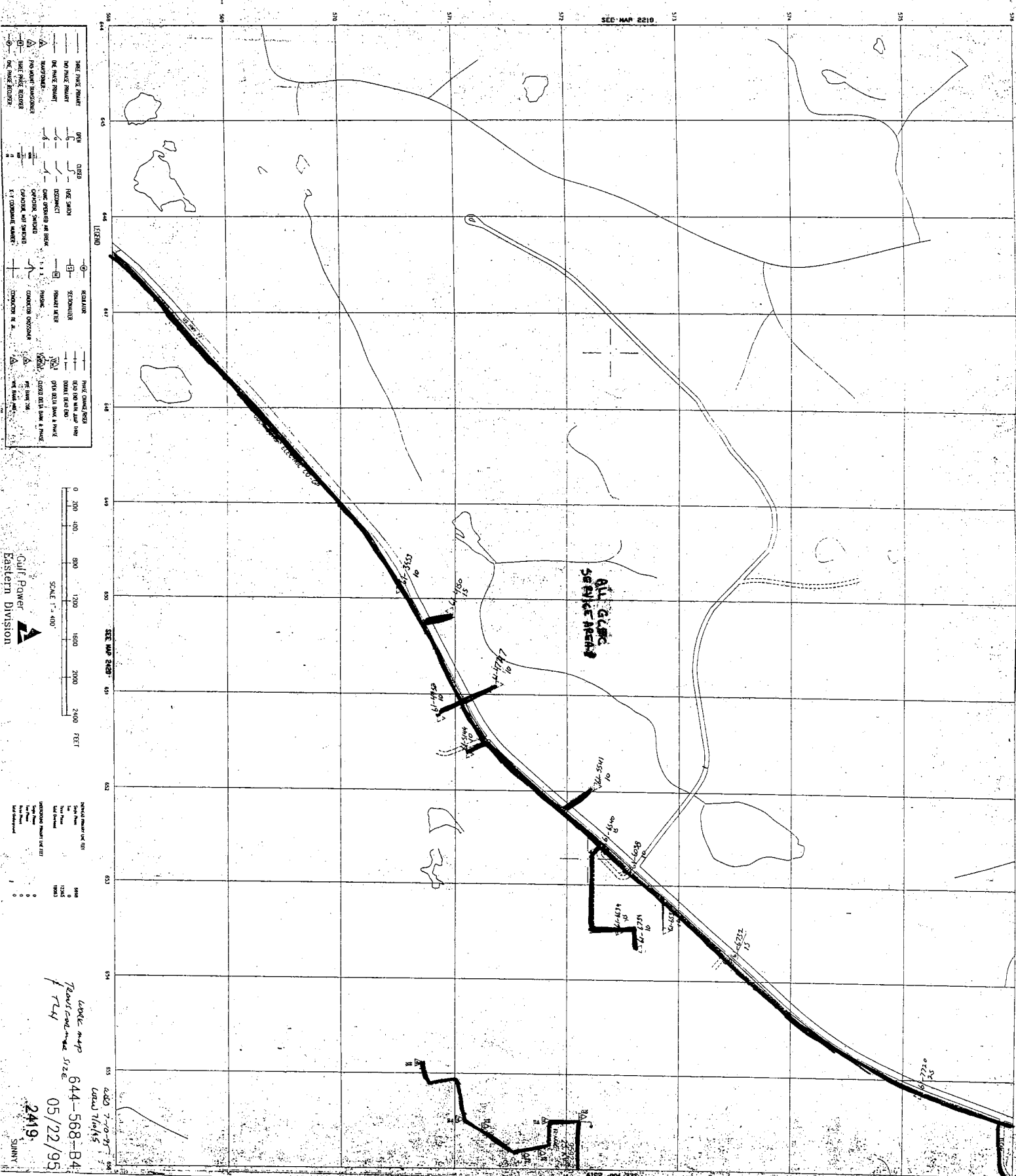


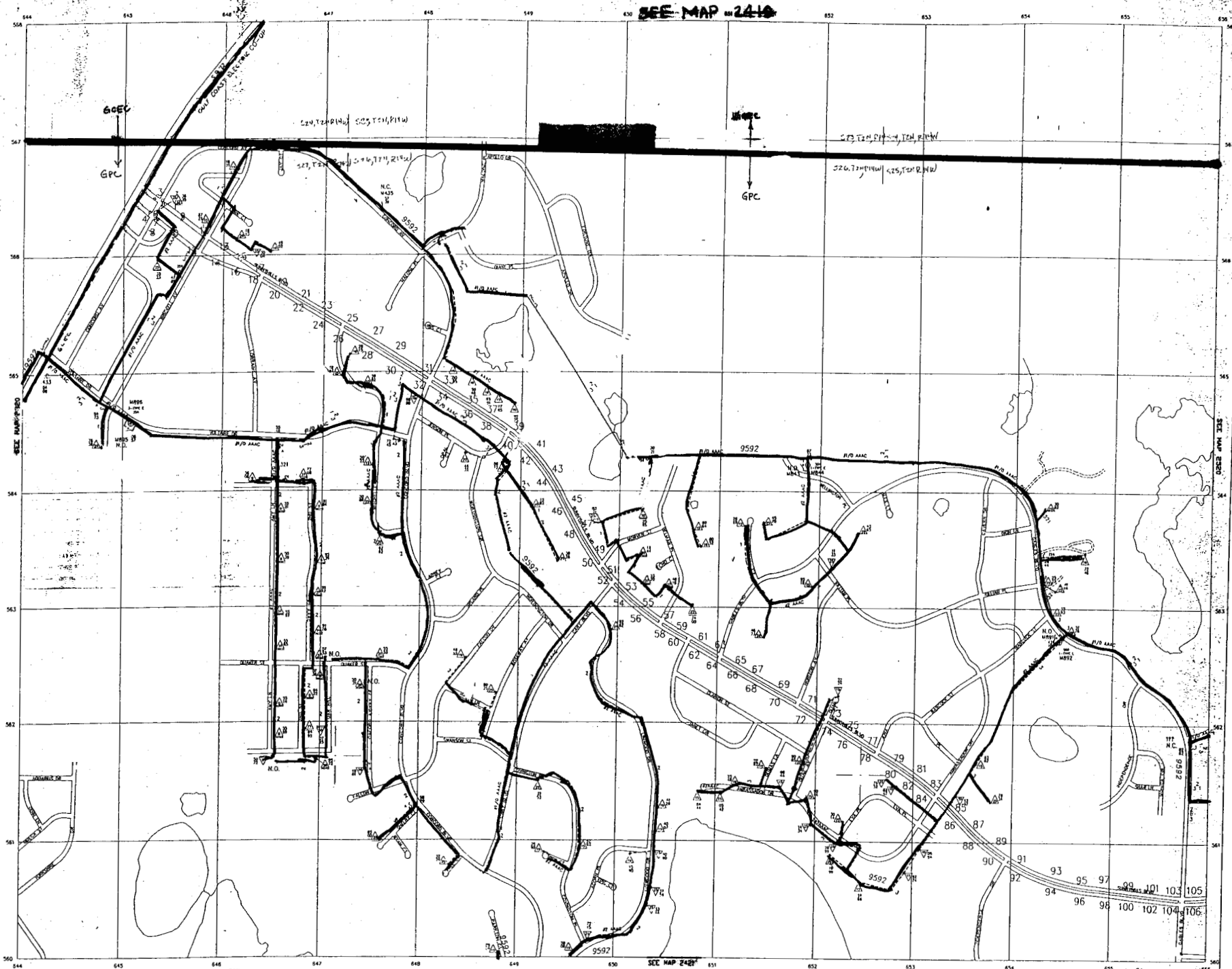


Gulf Power
Eastern Division

DATE	TIME	BY	REVISION
05/18/95	11:13	44272	0
05/18/95	11:13	44272	0
05/18/95	11:13	44272	0
05/18/95	11:13	44272	0

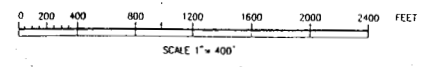






LEGEND

THREE PHASE PRIMARY	OPEN	CLOSED	FUSE SWITCH	REGULATOR	PHASE CHANGER/RESE
TWO PHASE PRIMARY	DISCONNECT	DISCONNECT	SECURIZER	DEAD END W/ TAP DRU	DOUBLE DEAD END
ONE PHASE PRIMARY	TRANSFORMER	TRANSFORMER	TRANSFORMER	TRANSFORMER	TRANSFORMER
PAD MOUNT TRANSFORMER	THREE PHASE RECLOSER	ONE PHASE RECLOSER	THREE PHASE RECLOSER	ONE PHASE RECLOSER	THREE PHASE RECLOSER



Gulf Power
Eastern Division

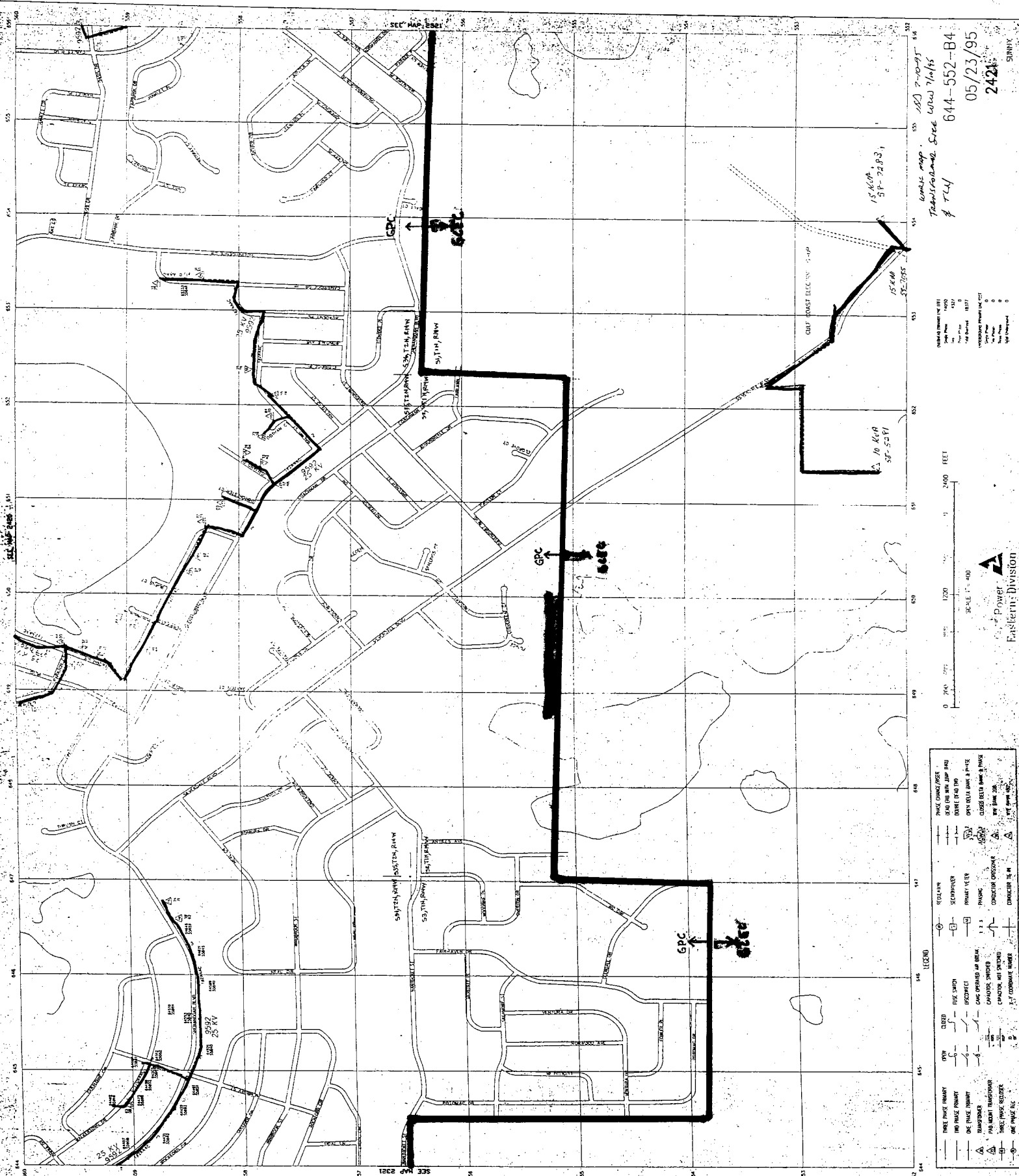
OVERHEAD PRIMARY LINE FEET

Single Phase	33012
Two Phase	8
Three Phase	26387
Total Overhead	59400

UNDERGROUND PRIMARY LINE FEET

Single Phase	14128
Two Phase	9
Three Phase	1182
Total Underground	15319

WORK MAP
TRANSFORMER SIZE
f r w
644-560-B4
05/22/95
2420
SUNNY



write map. 555
 183 7-10-95 58
 Transcribed. See WU 7/10/95
 644-552-B4
 05/23/95
 2421
 SUNNY

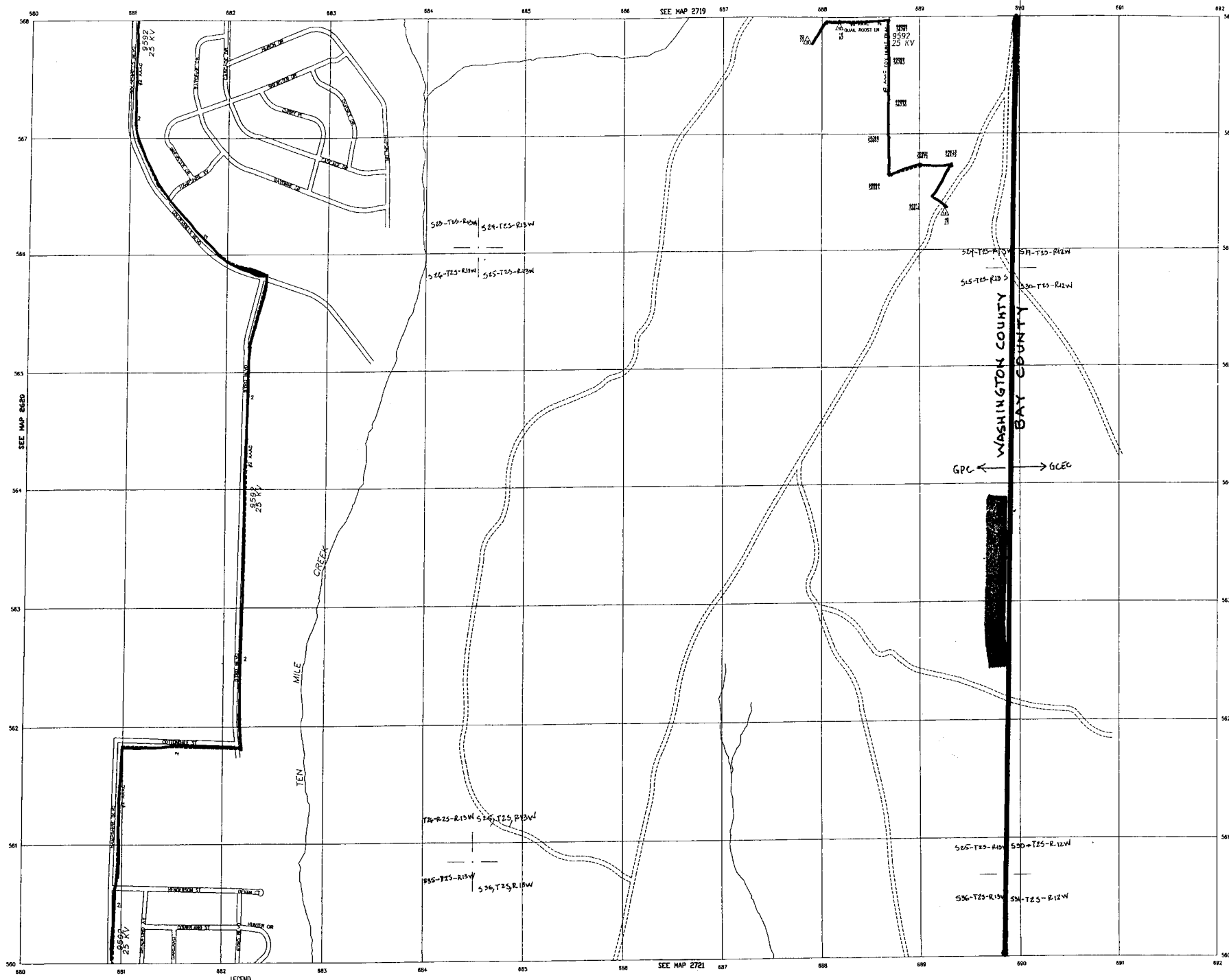
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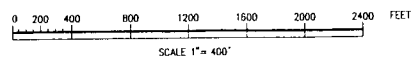
SCALE 1" = 400'

A Power Eastern Division

[illegible]



LEGEND				
THREE PHASE PRIMARY	OPEN	CLOSED	REGULATOR	PHASE CHANGER/SECTOR
TWO PHASE PRIMARY	FUSE SWITCH	SECTIONALIZER	GEAR END WITH JUMP THRU	
ONE PHASE PRIMARY	DISCONNECT	PRIMARY METER	DOUBLE GEAR END	
TRANSFORMER	CAPACITOR OPERATED AIR BREAK	PHASING	OPEN DELTA BANK & PHASE	
PAD MOUNT TRANSFORMER	CAPACITOR, NOT SWITCHED	CONDUCTOR CROSSOVER	CLOSED DELTA BANK & PHASE	
THREE PHASE RECLOSER	CAPACITOR, SWITCHED	WYE BANK 208	WYE BANK 480	
ONE PHASE RECLOSER	X-Y COORDINATE NUMBER	CONDUCTOR TIE IN		



Gulf Power
Eastern Division

OVERHEAD PRIMARY LINE FEET	
Single Phase	13342
Two Phase	0
Three Phase	0
Total Overhead	13342
UNDERGROUND PRIMARY LINE FEET	
Single Phase	0
Two Phase	0
Three Phase	0
Total Underground	0

680-560-B4
05/18/95
2720
SUNNY

EXHIBIT _____ (AWG - 7)

COMPOSITE EXHIBIT
CONTAINING 8 PAGES

(WASHINGTON COUNTY)

CC made
4/29 per Exh 1
man

Proposed Territorial Boundary
between
Gulf Power Company and Gulf Coast Electric Cooperative
in
Washington County, Florida
Date: July 30, 1996
Revised Oct. 15, 1996

This revision is made to reflect GCEC service to the Washington County Correctional Institute per resolution of that conflict in accordance with judicial appeal and to indicate the location on certain maps approved by the PSC in this instance.

The described boundary is related to an associated State of Florida, Department of Transportation map of Washington County, Florida, (scale 1" = 1 mile) plus 24 large scale maps of the GPC and/or GCEC electrical distribution facilities (scale 1"=400') plus one set of 24 intermediate scale maps of the GPC and/or GCEC electrical distribution facilities (scale 1"=800' approximated).

The information associated herewith is intended to assist in avoidance of duplication of facilities, the comingling or intermingling of lines and the elimination and/or reduction of conflicts from the time of establishment of such a territorial boundary by the State of Florida, Public Service Commission and thence into the future.

The associated map of Washington County incorporates the following features.

1. A proposed boundary to be observed is set forth with an orange colored line.

2. Areas which are currently served by Gulf Power Company are set forth with blue colored facilities.

3. Areas which are currently served by Gulf Coast Electric Cooperative are set forth with red colored facilities.

4. Numerically identified points lying along the proposed territorial boundary are indicated by numbers written thereon.

These two facility colors (blue and red) are the same colors that have been adopted throughout all of the exchange of maps between the two parties, i.e. blue represents the reproduced color coded facilities of GPC while red represents the reproduced color coded facilities of GCEC.

Proposed Territorial Boundary Description

Washington County

Beginning at the northwest corner of Sec. 1, T 1 N, R 15 W in Washington County, Florida, said point of beginning being identified as lying near the northwest corner of Detail Map 2221 and being identified thereon as "POB"; thence east along the north line of Section 1, T 1 N, R 15 W; thence continue east along the north lines of Sections 6 and 5, T 1 N, R 14 W to the centerline of State Road 279, this point being numerically identified as point 1 and shown on Detail Map 2221:

Thence northerly along the centerline of State Road 279 through Detail Maps 2221, 2321, 2320, 2220, 2218SE, 2218SW, and 2218NW, to the north line of Section 7, T 2 N, R 14 W, this point being numerically identified as point 2 on Detail Map 2218NW.

Note: Detail Map 2322 attached in sequence 3 indicates no proposed boundary because all facilities on this map now belong to GCEC and is totally within the GCEC traditional service area.

Thence easterly along the north lines of Sections 7, 8, & 9 T 2 N, R 14 W to numerically identified point 3, which is the northwest corner of Section 10, T 2 N, R 14 W and located on Detail Map 2218NE; thence departing from Detail Map 2218NE continue east along the north line of Section 10 to the northeast corner of Sec. 10, T 2 N, R 14 W as shown on Detail Map 2418; thence north along the west line of Section 2, T 2 N, R 14 W to a county road which

runs southwesterly out of Wausau Community, Florida, thence northeasterly along said county road from Wausau Community, Florida to the southwest corner of Wausau Community, Florida (these two prior calls are shown on Detail Maps 2417 and 2416, no copies available); thence easterly along the south line of Wausau Community to the east line of Section 36, T 3 N, R 14 W; thence south along the east line of Section 36 to numerically identified point 4, which is the southeast corner of Section 36 (as shown on Detail Maps 2516 and 2517, no copies available).

Thence east along the north lines of Sections 6 and 5, T 2 N, R 13 W to the northeast corner of Section 5 (this call shown on Detail Maps 2517 and 2617, no copies available); thence north along the west line of Section 33 approximately 1/2 mile to a county road running southeasterly; thence southeasterly along said county road approximately 3/8 miles to a bridge and creek; thence departing from county road at bridge go northeasterly to the northeast corner of Section 33, T 3 N, R 13 W, which is numerically identified as point 5 and would be shown on Detail Map 2616 (no copy available);

Thence east along the north lines of Sections 34 and 35 to the northeast corner of Section 35, T 3 N, R 13 W which is numerically identified as point 6 and as would be shown on Detail Map 2716 (no copy available);

Thence south along the east line of Section 35 to Detail Map 2717 and continue to the southeast corner of Section 35; thence

cc
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1
south along the west line of Section ~~34~~, T 2 N, R 13 W a distance
of approximately ~~1900~~ ³⁸⁰⁰ feet to White Oak Creek; thence departing
from the section line go southerly and southwesterly along and with
the downstream flowage of White Oak Creek through Sections 2, 11,
14 and a portion of Section 15 (all in T 2 N, R 13 W) to the
approximate center of Section 15 where White Oak Creek joins the
flowage of Double Pond Branch (the previous call lies in Detail
Maps 2718, 2719 and 2619); thence northwesterly along Double Pond
Branch to the south line of Map 2618 and continue northwesterly to
the west line of Section 15; thence departing from Double Pond
Branch go north along the west lines of Sections 15 and 10 to the
northwest corner of Section 10, T 2 N, R 13 W, which is numerically
identified as point 7 as shown on Detail Map 2618;

Thence west along the south line of Section 4, T 2 N, R 13 W
to the east line of the ~~NW~~ ^W 1/4 of the SE 1/4 of Section 4; thence
north, west and south around the lines of the W 1/4 of the SE 1/4
and the East 3/4 of the SW 1/4 of Section 4 to the south line of
Section 4; thence west to the southeast corner of Section 5, T 2 N,
R 13 W; thence west along the south lines of Sections 5 and 6 to
the quarter corner on the south line of Section 6, which is
numerically identified as point 8 and lies on Detail Map 2518;

Thence south along the east boundary of the west 1/2 of
Section 7 to the center of Section 7; thence west along the south
line of the NW 1/4 of Section 7 a distance of 660 feet; thence

south to the south line of Section 7; thence west along the south line of Section 7 to the northeast corner of Section 13, T 2 N, R 14 W; thence west, south and east around the north, west and south boundaries of the NE 1/4 of NE 1/4 of Section 13, as shown on Detail Map 2518; thence south along the east lines of Sections 13 and 24, T 2 N, R 14 W to the southeast corner of Section 24, which is numerically identified as point 9 and which falls off sheet of Detail Map 2519 and upon Detail Map 2520;

Thence west along the south lines of Sections 24, 23 and 22, T 2 N, R 14 W across Detail Map 2420 to the southwest corner of Section 22, which is numerically identified as point 10 and lies on Detail Map 2320;

Thence south along the east lines of Sections 28 and 33, T 2 N, R 14 W to the northwest corner of Section 3, T 1 N, R 14 W, which is numerically identified as point 11 and lies on Detail Map 2321;

Thence east along the north line of Section 3 approximately 1/2 mile to the quarter corner on the north line; thence south approximately 1/2 mile to the center of Section 3; thence east approximately 1/2 mile to the quarter corner on the east line of Section 3; thence north approximately 1/4 mile to the southwest corner of the north one-half of the north one-half of Section 2, T 1 N, R 14 W; thence east approximately one mile to the southeast corner of the north one-half of the north one-half of Section 2, T

1 N, R 14 W; thence north approximately 1/4 mile to the northeast corner of Section 2 as lies in Detail Map 2421; thence east approximately one mile along the north line of Section 1 to the northeast corner of Section 1, T 1 N, R 14 W; thence east approximately one mile along the north line of Section 6 to the northeast corner of Section 6, T 1 N, R 13 W as lies in Detail Map 2521; thence northerly along the west line of Section 32, T 2 N, R 13 W to the northeast corner of Section 32; thence northeasterly in Section 29, T 2 N, R 13 W to the waters of Gap Pond (this call passing to the west of the Gap Pond Church and the Catholic Cemetery, which are members of GCEC; thence meandering northerly and westerly with the lake around the boat basin and to the east side thereof; thence northerly along the projected west line of Sections 29 and 20 as lies in Detail Map 2520 to the ^{1/4 corner on the} ~~northwest~~
^{west boundary} ~~corner~~ of Section 20, T 2 N, R 13 W; thence east along the north line of ^{the S 1/2 of} Section 20 to the ^{east 1/4} ~~northeast corner~~ of Section 20; thence south along the east line of Section 20 to the southeast corner of Section 20; thence east along the north line of Section 28, T 2 N, R 13 W to it's intersection with White Oak Creek, which is numerically identified as point 12 as shown on Detail Map 2620:

Thence southerly along the thread of White Oak Creek through the centers of Sections 28 and 33, T 2 N, R 13 W to Swindle Swamp and thence southeasterly across the northeast one-quarter of Section 4, T 1 N, R 13 W to the waters of Porter Lake as would be

shown on Detail Map 2621 (no copy available); thence southwesterly through the waters of Porter Lake to an intersection with the projection of the south line of Section 9, T 1 N., R 13 W, which is numerically identified as point 13 as would be shown on Detail Map 2622 (no copy available);

Thence east along the north lines of Sections 16 and 15 to the northeast corner of Section 15, T 1 N, R 13 W; thence to thread of Econfina Creek, which is numerically identified as point 14 as would be shown on Detail Map 2722 (no copy available);

Thence northeasterly along the thread of Econfina Creek to it's crossing with the Bay-Washington County line, which is numerically identified as point 15 as would be shown on Detail Map 2721 (no copy available);

Thence south along the Bay-Washington County line approximately six miles to the southeast corner of Section 36, T 1 N, R 13 W, which is numerically identified as point 16 (no Detail Map available);

Thence returning to numerically identified point 15 go north approximately three miles to the northwest corner of Section 19, T 2 N, R 12 W; thence east three miles to the northeast corner of Section 22, T 2 N, R 12 W to numerically identified point 17 (no Detail Map available).

EXHIBIT _____ (AWG - 8)

COMPOSITE EXHIBIT
CONTAINING 41 PAGES

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition to resolve)
territorial dispute with Gulf)
Coast Electrical Cooperative,)
Inc. by Gulf Power Company.)
_____)

Docket No. 930885-EU
Date Filed: August 12, 1996

GULF COAST ELECTRIC COOPERATIVE, NC.**RESPONSE TO STAFF
REQUEST FOR INFORMATION
(1-6) DATED MAY 24, 1996**

Gulf Coast Electric Cooperative, Inc. (Gulf Coast), by
and through its undersigned attorney, hereby submits the attached
answers to request for information numbers one through six of the
May 24, 1996 memorandum from Roberta S. Bass.

Respectfully submitted this 12th day of August, 1996.

LAW OFFICES
J. PATRICK FLOYD, P.A.
408 Long Avenue
P. O. Box 950
Port St. Joe, FL 32456
904-227-7413
ATTORNEY FOR GULF COAST
ELECTRIC COOPERATIVE, INC.

By: 

J. PATRICK FLOYD
FLORIDA BAR NO. 257001

Additional Discovery Information

1. Identification of the number of customers, energy sales, and demand by customer class on an annual basis for the most recent five year period in the map areas tentatively identified in staff request for maps and information dated May 24, 1996

RESIDENTIAL

Year	No. Of Customers	Energy Sales (KWH)	Demand (KW)
1991	813	9,188,109	25,360
1992	955	11,057,863	29,469
1993	1,026	12,669,355	33,954
1994	1,117	13,321,685	36,827
1995	1,180	15,003,410	42,429

COMMERCIAL

Year	No. Of Customers	Energy Sales (KWH)	Demand (KW)
1991	45	483,991	1,404
1992	54	536,544	1,686
1993	53	503,367	1,754
1994	61	670,587	2,011
1995	59	710,238	2,121

TOTAL

Year	No. Of Customers	Energy Sales (KWH)	Demand (KW)
1991	858	9,672,100	26,764
1992	1,009	11,594,407	31,135
1993	1,079	13,172,722	35,708
1994	1,178	13,992,272	38,838
1995	1,239	15,713,648	44,550

Additional Discovery Information

2. Estimate of the number of customers, energy sales, and demand by customer class on an annual basis for the next five years in the map areas tentatively identified in staff request for maps and information dated May 24, 1996

RESIDENTIAL

Year	No. Of Customers	Energy Sales (KWH)	Demand (KW)
1996	1,250	15,711,408	45,804
1997	1,310	17,161,041	48,852
1998	1,370	18,555,058	51,633
1999	1,427	19,939,500	54,291
2000	1,480	21,294,239	56,476

COMMERCIAL

Year	No. Of Customers	Energy Sales (KWH)	Demand (KW)
1996	59	740,328	2,158
1997	60	808,635	2,302
1998	61	874,322	2,433
1999	62	939,558	2,558
2000	63	1,003,393	2,661

TOTAL

Year	No. Of Customers	Energy Sales (KWH)	Demand (KW)
1996	1,309	16,451,736	47,962
1997	1,370	17,969,676	51,154
1998	1,431	19,429,380	54,066
1999	1,489	20,879,058	56,849
2000	1,543	22,297,632	59,137

Additional Discovery Information

3. Description and itemization of the net book value (current replacement cost minus depreciation at 30-year straight line depreciation rates) of existing and new facilities that are to be added within the next five years in the map areas tentatively identified in staff request for maps and information dated May 24, 1996:

(a) Transmission facilities:

Existing transmission facilities: \$11,876,432

New transmission facilities:

No new facilities are scheduled for this area within the next five (5) years.

(b) Distribution facilities:

Existing distribution facilities

Distribution line 136.16 miles \$ 1,343,725

Existing distribution facilities plus next 5 years additions

Distribution line 169.61 miles \$ 1,673,280

(c) Distribution service facilities:

Existing distribution service facilities

Customer services 1239 \$ 571,708

Existing distribution service facilities plus next 5 years additions

Customer services 1543 \$ 712,492

(d) Customer service facilities

Existing Southport District office, land, warehouse, shop, material handling, security, paving, furnishings, fixtures, etc. allocated to the referenced area

\$ 116,150

No new customer service facilities are anticipated within 5 years.

- (e) Generation or purchased power needed to serve the referenced area for the next ten (10) years.

Capacity and energy required by Gulf Coast Electric Cooperative to serve customers in the referenced areas are provided by Alabama Electric Cooperative, Inc. under an exclusive wholesale power supply contract arrangement. Based upon the current average consumption for the Gulf Coast consumers in the disputed areas and projected increased consumption by those consumers, the following generation or purchased power requirements are estimated as necessary to provide service to Gulf Coast's consumers in the disputed areas for each of the next ten (10) years.

	<u>Demand (MW)</u>	<u>Energy (GWh)</u>
1996	6.51	27.21
1997	6.85	28.64
1998	7.12	29.76
1999	7.36	30.79
2000	7.58	31.71
2001	7.80	32.62
2002	8.01	33.49
2003	8.20	34.29
2004	8.44	35.28
2005	8.68	36.30
2006	8.91	37.28

Additional Discovery Information

4. Summarization of customer complaints in both counties that the referenced map areas are located within for the past five (5) years. The summary should include the date of the complaint and any recurring complaints of a similar nature by the same complainant; the location and nature of the complaint; and the corrective action taken by the company. The name of the complainant need not be specified.

Attached is a list of customer inquiries and service requests in both counties that the referenced map areas are located within for the five year period. Of these, only those highlighted were considered to be complaints verified as service problems related to the utility.

CONSUMER COMPLAINT REPORT

Printed:08/05/1996
Page : 1

REPORTING YEAR:1990

BAY COUNTY

COMPLAINT TYPE : METER CHECK NUMBER OF CASES: 1

Complaint Date: 12/17/1990 Location: 1984709

Date of Work: 12/18/1990

PROBLEM:
Consumer says meter still spins fast when the main breaker
is off.FINDING/ACTION:
When I turned all of the breakers off, the meter stopped.
Consumer said she only turned off the breaker inside the
trailer.

COMPLAINT TYPE : OTHER NUMBER OF CASES: 1

Complaint Date: 11/19/1990 Location: 06-1196

Date of Work: 11/21/1990

PROBLEM:
Arcing at transformer.FINDING/ACTION:
The voltage is 120-240. Changed neutral connector at the
transformer. No one home.

COMPLAINT TYPE : RADIO INTERFERENCE NUMBER OF CASES: 1

Complaint Date: 11/12/1990 Location: 12-9606

Date of Work: 12/11/1990

PROBLEM:
Experiencing Radio interference.FINDING/ACTION:
A jack barrel on the pole was not closed good. Pulled jack and
reclosed it.

13523728858 P.10
TO
FROM
OCT-14-1996 12:11

CONSUMER COMPLAINT REPORT

COMPLAINT TYPE : VOLTAGE CHECK NUMBER OF CASES: 8

Complaint Date: 07/23/1990 Location: 31-5834

Date of Work: 07/23/1990

PROBLEM:
Requested we check the meter connections, behind the meter and the breaker box. It was getting hot and looked like the wire might be melted.

FINDING/ACTION:
We found a loose connection in the meter base and breaker box.

Complaint Date: 02/21/1990 Location: 20B0171

Date of Work: 02/26/1990

PROBLEM:
Requested we set a Voltage Recorder. When the air conditioner comes on the lights go dim.

FINDING/ACTION:
Found no ground wire hooked up in consumer's main service panel. Told the lady to purchase some screws to replace the ones missing and fix the box, then call again if she was still having trouble.

Complaint Date: 09/17/1990 Location: 22-1525

Date of Work: 09/17/1990

PROBLEM:
Consumer said lights were blinking. Suffered burnt appliances: 2 fans, 1 TV and 1 microwave.

FINDING/ACTION:
It turned out to be a consumer problem. The meter base was very corroded. I told consumer he needed to change the meter base asap. He still wanted the meter reset inspite of what had already burnt up.

Complaint Date: 07/17/1990 Location: 06-4632

Date of Work: 07/17/1990

PROBLEM:
Lights dim and then get bright. TV messed up, repairman told her it was a voltage problem.

FINDING/ACTION:
Found a loose neutral in the meter base and also one wall plug was bad. Fixed neutral in meter base and advised consumer to change wall plug.

CONSUMER COMPLAINT REPORT
REPORTING YEAR:1990

BAY COUNTY

COMPLAINT TYPE : VOLTAGE CHECK

NUMBER OF CASES: 8

Complaint Date: 09/13/1990 Location: 11-0406

Date of Work: 09/14/1990

PROBLEM:

Lights go dim and then bright.

FINDING/ACTION:

Checked everything on our side. Found nothing wrong. So we checked inside the trailer. Found loose wire inside breaker box and had a burnt wire in trailer. The TV wouldn't work when the fan was on. It is the wire inside of the trailer causing
PT

Complaint Date: 01/05/1990 Location: 26-3961

Date of Work: 01/05/1990

PROBLEM:

When heaters come on, lights go dim. Also for no reason they get bright and dim.

FINDING/ACTION:

Neutral in the meter base was never hooked up. Made neutral up in meter base.

Complaint Date: 02/15/1990 Location: 30A2855

Date of Work: 02/15/1990

PROBLEM:

Power Surges--goes very dim then bright and appliances won't hardly work.

FINDING/ACTION:

Reworked the transformer, neutral in the meter base was not hooked up. Made neutral up in meter base.

Complaint Date: 02/01/1990 Location: 29A7114

Date of Work: 02/01/1990

PROBLEM:

Refrigerator messed up, TV, etc.

FINDING/ACTION:

Neutral in 60 amp meter base burnt up. Advised consumer to change out meter base.

P.11

13523728858

TO

FROM
OCT-14-1996 12:12

CONSUMER COMPLAINT REPORT

Page 4

WASHINGTON COUNTY

COMPLAINT TYPE : RIGHT OF WAY

NUMBER OF CASES: 1

Complaint Date: 03/26/1990 Location: 36-1430

Date of Work: 03/27/1990

PROBLEM:

A tree fell on the lines between his house and the lift pole. He hasn't pulled them down and it has the wires sagging.

FINDING/ACTION:

We found the limb was on the phone line. We cut them out and advised he call the telephone company.

COMPLAINT TYPE : VOLTAGE CHECK

NUMBER OF CASES: 7

Complaint Date: 09/04/1990 Location: 64-7547

Date of Work: 09/06/1990

PROBLEM:

Consumer requests a 24 hour Voltage Check. The wells are burning up as if they don't receive enough electricity.

FINDING/ACTION:

Checked from the pole to the meter and set the Voltage Recorder as per consumer requested. Could find no problem on our side. Advised consumer to check his side of the service.

Complaint Date: 10/03/1990 Location: 44-5450

Date of Work: 10/03/1990

PROBLEM:

Consumer heard a loud boom and the lights were blinking on and off.

FINDING/ACTION:

We found a limb on the line and removed it. Found no other problems.

Complaint Date: 06/29/1990 Location: 51-8818

Date of Work: 06/29/1990

PROBLEM:

Only half the house has power.

FINDING/ACTION:

We found that this was a consumer problem.

CONSUMER COMPLAINT REPORT
REPORTING YEAR: 1990

WASHINGTON COUNTY

COMPLAINT TYPE : VOLTAGE CHECK

NUMBER OF CASES: 7

Complaint Date: 03/12/1990 Location: 44-9527

Date of Work: 03/13/1990

PROBLEM:

Consumer said he was experiencing low voltage.

FINDING/ACTION:

Found no problem on our side of the meter. Advised consumer to check his side.

Complaint Date: 06/04/1990 Location: 54-2814

Date of Work: 06/04/1990

PROBLEM:

Consumer claimed he was experiencing power surges and dimming problems and asked us to check it out.

FINDING/ACTION:

We found no problems on our side. The consumer's meter base was the cause of the problem.

Complaint Date: 10/03/1990 Location: 44-2871

Date of Work: 10/03/1990

PROBLEM:

Consumer said lights were going on and off a lot.

FINDING/ACTION:

We found a limb on the line and removed it. Everything else checked out OK.

Complaint Date: 08/03/1990 Location: 6-40-6490

Date of Work: 08/06/1990

PROBLEM:

Lights dim real bad since they installed an air conditioner.

FINDING/ACTION:

Transformer was too small, changed 10 KVA to 25 KVA.

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CONSUMER COMPLAINT REPORT
REPORTING YEAR:1991

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COUNTY

COMPLAINT TYPE : METER CHECK NUMBER OF CASES: 1

Complaint Date: 09/25/1991 Location: 20C4113

Date of Work: 09/25/1991

PROBLEM:
ring at meter box.

FINDING/ACTION:
Checked connections in meter base. Everything is OK.

COMPLAINT TYPE : RADIO INTERFERENCE NUMBER OF CASES: 1

Complaint Date: 11/05/1991 Location: 12-9110

Date of Work: 11/07/1991

PROBLEM:
radio interference.

FINDING/ACTION:
Checked his transformer--everything is OK. No one at home.

CONSUMER COMPLAINT REPORT

P.15 COMPLAINT TYPE : VOLTAGE CHECK

NUMBER OF CASES: 3

Complaint Date: 07/25/1991 Location: 33-8175

Date of Work: 07/26/1991

PROBLEM:

Lights get dim in evenings and bright. Even SYL fluctuates.

FINDING/ACTION:

Changed connectors at weatherhead & main neutral connector at transf. Tightened lugs at transf. A/C pulling 20 amp per leg running, 95 amp per leg starting. Checked connections in meter base.

Complaint Date: 07/09/1991 Location: 33-8175

Date of Work: 07/09/1991

PROBLEM:

Power surges bad more at night. TV will go completely out.

FINDING/ACTION:

Couldn't find anything.

Complaint Date: 10/18/1991 Location: 18-6359

Date of Work: 10/18/1991

PROBLEM:

Loud pop. Lights go off and on, lose everything on the computer.

FINDING/ACTION:

Changed 2 lightning arrestors and 2 cut-outs. Ret. bad comb.

WASHINGTON COUNTY

COMPLAINT TYPE : LIGHTNING PROBLEM

NUMBER OF CASES: 1

Complaint Date: 06/05/1991 Location: 64-6180

Date of Work: 05/06/1991

PROBLEM:

Check. Lightning problems.

FINDING/ACTION:

Made sure we had good grounds at pole. We have a good lightning arrestor and cut-out on transformer and have a good ground rod at bottom of pole.

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COMPLAINT TYPE : METER CHECK

NUMBER OF CASES: 1

Complaint Date: 08/08/1991 Location: 37-0403

Date of Work: 08/08/1991

PROBLEM:

Lightning struck meter box and now meter slows and speeds up. Also, wire to weatherhead is burnt.

FINDING/ACTION:

Service was bad and we changed it out.

COMPLAINT TYPE : VOLTAGE CHECK

NUMBER OF CASES: 4

Complaint Date: 08/19/1991 Location: 54-3106

Date of Work: 08/19/1991

PROBLEM:

Has only partial power. Not enough electricity coming in for stove to get hot.

FINDING/ACTION:

Consumer problem -- fuse holder is bad.

Complaint Date: 12/06/1991 Location: 59-5410

Date of Work: 12/06/1991

PROBLEM:

Transformer making noise and lights blinking.

FINDING/ACTION:

Consumer at home, wife works at Gulf Power was worried about transformer. No noise at transformer. E = 120/240.

Complaint Date: 04/09/1991 Location: 44-8512

Date of Work: 04/09/1991

PROBLEM:

Power was off yesterday due to storm -- have power surges.

FINDING/ACTION:

Changed lightning arrestor and fixed SYL.

Complaint Date: 08/26/1991 Location: 54-0967

Date of Work: 08/26/1991

PROBLEM:

Partial outage.

FINDING/ACTION:

Our side was OK. Consumer had a problem inside and we talked to him about it.

CONSUMER COMPLAINT REPORT
REPORTING YEAR:1992

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BAY COUNTY

COMPLAINT TYPE : LIGHTNING PROBLEM NUMBER OF CASES: 1

Complaint Date: 08/12/1992 Location: 14-5171

Date of Work: 08/17/1992

PROBLEM:

Lost stove, pump, VCR, clock to lightning. Blew hole in
pressure cooker on stove.

FINDING/ACTION:

Added lightning span.

TO

COMPLAINT TYPE : METER CHECK NUMBER OF CASES: 4

Complaint Date: 10/16/1992 Location: 13-0316

Date of Work: 10/16/1992

PROBLEM:

Consumer is 82 years old. Please change and test meter.
Consumer doesn't believe his bill is correct.

FINDING/ACTION:

Conducted a meter test and provided consumer with a copy.

Complaint Date: 04/27/1992 Location: 11-9296

Date of Work: 04/28/1992

PROBLEM:

Meter making humming noise, appears to have stopped (per
consumer). Check and change if you think necessary.

FINDING/ACTION:

We exchanged the meter.

Complaint Date: 07/13/1992 Location: 11-4421

Date of Work: 07/13/1992

PROBLEM:

Consumer says meter is jumping numbers.

FINDING/ACTION:

We did a meter test and provided a copy to the consumer.

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CONSUMER COMPLAINT REPORT
REPORTING YEAR:1992

Page 10

BAY COUNTY

COMPLAINT TYPE : METER CHECK

NUMBER OF CASES: 4

Complaint Date: 02/14/1992 Location: 30A8651

Date of Work: 02/14/1992

PROBLEM:
High bill.FINDING/ACTION:
Bad wire going inside of house feeding box in house. I showed this to the cons. but she didn't understand. Told her to have her son call me & I would go back & show him the problem. He hasn't called as of 2/18/92.

COMPLAINT TYPE : OTHER

NUMBER OF CASES: 1

Complaint Date: 05/22/1992 Location: 16B6085

Date of Work: 06/03/1992

PROBLEM:
Wire pulling pole over. If possible come on Friday. He works and wants to be home.FINDING/ACTION:
Added lift pole.

CONSUMER COMPLAINT REPORT

COMPLAINT TYPE : VOLTAGE CHECK

NUMBER OF CASES: 10

Complaint Date: 09/21/1992 Location: 25-8286

Date of Work: 09/22/1992

PROBLEM:

Power goes on and off pretty often.

FINDING/ACTION:

25 KVA #2 service 122-40. 3 consumers off transformer. Voltage is OK. All is OK on our side.

Complaint Date: 09/01/1992 Location: 26B3888

Date of Work: 09/02/1992

PROBLEM:

Lights blink when air conditioner comes on.

FINDING/ACTION:

Retired a 10 KVA and put up a 15 KVA.

Complaint Date: 12/16/1992 Location: 25-8066

Date of Work: 12/29/1992

PROBLEM:

Power Surges.

FINDING/ACTION:

Checked acct before for voltage prob. At time it was found that the cons. had wire underground running from his meter base to his trailer which was bad. At this time we found no prob our side. Volt Recorder shows it's OK. 2nd cons on transf has no pr

Complaint Date: 09/16/1992 Location: 12-3555

Date of Work: 09/16/1992

PROBLEM:

Wife getting shocked, suspects bad ground.

FINDING/ACTION:

Chkd svc & transf. instln along with his meter base. All OK. Transf. 25KVA, svc was 1/0. Explained cons responsible for svc entrance & ground rod which looks loose. Volt: 122-122, 244. No one else gets shocked. Advised electrician chk inside if still pr

Complaint Date: 11/13/1992 Location: 11-7838

Date of Work: 11/13/1992

PROBLEM:

Has power surges -- blows light bulbs.

FINDING/ACTION:

Turned out to be a consumer problem. Loose wire in switch box. We repaired the problem.

CONSUMER COMPLAINT REPORT
REPORTING YEAR:1992

BAY COUNTY

COMPLAINT TYPE : VOLTAGE CHECK

NUMBER OF CASES: 10

Complaint Date: 04/30/1992 Location: 10-5294

Date of Work: 04/30/1992

PROBLEM:

Lost a VCR due to a power surge (according to repairman).

FINDING/ACTION:

Wire was loose in meter base. Consumer problem. Showed it to the consumer. She said she was not having any problem with lights or any other appliances, it fixed the problem.

Complaint Date: 10/09/1992 Location: 26B9580

Date of Work: 10/12/1992

PROBLEM:

Lights get bright and dim.

FINDING/ACTION:

Replaced neutral in transformer (25 KVA).

Complaint Date: 07/31/1992 Location: 28A2109

Date of Work: 08/04/1992

PROBLEM:

Lower voltage. Lights flicker, compressor runs hard.

FINDING/ACTION:

Replaced service wire -- 55'. Insulation bad on service wire, changed out split bolts at weatherhead and at take-off poles.

Complaint Date: 10/20/1992 Location: 26B8484

Date of Work: 10/20/1992

PROBLEM:

Power surge, consumer thinks computer is damaged. Lights got real bright.

FINDING/ACTION:

Everything checks out OK at this time. No problem with this computer.

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REPORTING YEAR:1992

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BAY COUNTY

COMPLAINT TYPE : VOLTAGE CHECK

NUMBER OF CASES: 10

Complaint Date: 01/17/1992 Location: 20B1963

Date of Work: 01/17/1992

PROBLEM:

Started night before last when heat comes its OK but when it goes off it kicks the main breaker outside.

FINDING/ACTION:

Checked everything on our side. Voltage is OK. Problem is with their main breaker.

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WASHINGTON COUNTY

COMPLAINT TYPE : VOLTAGE CHECK

NUMBER OF CASES: 1

Complaint Date: 08/11/1992 Location: 53-8763

Date of Work: 08/14/1992

PROBLEM:

Check grounds. Cons. claims lost several pumps to lightning.

FINDING/ACTION:

Chkd svc pole which is house power panel found follow prob: main neut. in svc panel into home stuck in buss bar-the set screw is backed out & not tight. Evidence of arcing seen. All neut. conn. on neut. buss loose, ground rod clamp loose. Instl L/

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CONSUMER COMPLAINT REPORT
REPORTING YEAR:1993

BAY COUNTY

COMPLAINT TYPE : CHECK LINES

NUMBER OF CASES: 1

Complaint Date: 08/17/1993 Location: 30A2832

Date of Work: 08/24/1993

PROBLEM:

Consumer says service line is very low over driveway.

FINDING/ACTION:

We fixed it.

COMPLAINT TYPE : VOLTAGE CHECK

NUMBER OF CASES: 5

Complaint Date: 04/15/1993 Location: 25-6686

Date of Work: 04/15/1993

PROBLEM:

Lights flickering on and off all day.

FINDING/ACTION:

Found tree limbs burning in line on Kirkpatrick Rd. Consumer seeing blinks from OCR operation -- trimmed trees.

Complaint Date: 10/15/1993 Location: 30A6025

Date of Work: 10/15/1993

PROBLEM:

Shortage of electricity.

FINDING/ACTION:

Found loose connections in meter base.

Complaint Date: 09/22/1993 Location: 26B8484

Date of Work: 09/23/1993

PROBLEM:

Lights go off, come right back on.

FINDING/ACTION:

Everything looks good and checked out good at this time. No one home but next door neighbors have no trouble.

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BAY COUNTY

COMPLAINT TYPE : VOLTAGE CHECK

NUMBER OF CASES: 5

Complaint Date: 01/04/1993 Location: 26D1952

Date of Work: 01/04/1993

PROBLEM:
Power surges.FINDING/ACTION:
Couldn't find anything wrong at this time.

Complaint Date: 10/15/1993 Location: 26R3132

Date of Work: 10/15/1993

PROBLEM:
Lights brighten and dim.FINDING/ACTION:
This is a new underground service. Everything checks out OK.

WASHINGTON COUNTY

COMPLAINT TYPE : VOLTAGE CHECK

NUMBER OF CASES: 1

Complaint Date: 03/18/1993 Location: 52-0833

Date of Work: 03/19/1993

PROBLEM:
Left wire coming from meter to 150 amp breaker is burnt up.
Turned off all breakers so has no electricity.FINDING/ACTION:
Disconnected power for consumer so that he can begin repair-ing
wire below meter base.

CONSUMER COMPLAINT REPORT
REPORTING YEAR:1994

BAY COUNTY

COMPLAINT TYPE : VOLTAGE CHECK

NUMBER OF CASES: 10

Complaint Date: 08/24/1994 Location: 30A5755

Date of Work: 08/24/1994

PROBLEM:

Lights flickering on and off, refrigerator sounds different.

FINDING/ACTION:

Put Volt Meter on and it's only 10 volts. Ceiling fans don't work right. Found bad service wire and replaced it.

Complaint Date: 07/25/1994 Location: 26D8802

Date of Work: 08/03/1994

PROBLEM:

Says lights come on and off all day.

FINDING/ACTION:

Set Voltage Recorder. Service checks out OK. Voltage recorded for 2 days, no problems indicated.

Complaint Date: 09/01/1994 Location: 30A3032

Date of Work: 09/01/1994

PROBLEM:

Air conditioner comes on and lights go out. Pump makes lights go out.

FINDING/ACTION:

All checked OK on our side.

Complaint Date: 08/03/1994 Location: 30A2431

Date of Work: 08/03/1994

PROBLEM:

Lights flicker, get real bright then real dim.

FINDING/ACTION:

Found bad underground. We repaired it.

Complaint Date: 07/20/1994 Location: 26D8802

Date of Work: 07/21/1994

PROBLEM:

When air conditioner comes on, lights blink. All times of the day lights come on and off.

FINDING/ACTION:

All neutral connections in consumer's breaker box were loose.

CONSUMER COMPLAINT REPORT
REPORTING YEAR:1994

BAY COUNTY

COMPLAINT TYPE : VOLTAGE CHECK

NUMBER OF CASES: 10

Complaint Date: 07/25/1994 Location: 26-1092

Date of Work: 07/25/1994

PROBLEM:

Blew up his VCR and also light bulb blew up. Lights go dim
and come on real bright.

FINDING/ACTION:

Everything checks out OK on our side at this time.

Complaint Date: 03/14/1994 Location: 30A8024

Date of Work: 03/14/1994

PROBLEM:

Lights go real dim then bright, pump doesn't work at all.

FINDING/ACTION:

Wire in meter base burnt. We cut the service loose for
repair.

Complaint Date: 02/15/1994 Location: 30A7946

Date of Work: 02/15/1994

PROBLEM:

Lights are very dim.

FINDING/ACTION:

Bad fuse inside of house.

Complaint Date: 01/12/1994 Location: 30A2948

Date of Work: 01/12/1994

PROBLEM:

Requested a voltage check.

FINDING/ACTION:

All checked OK on our side.

Complaint Date: 01/27/1994 Location: 29A5809

Date of Work: 01/28/1994

PROBLEM:

Not getting proper voltage.

FINDING/ACTION:

Neutral broken at transformer. Repaired neutral and installed
pigtail connectors on hot leads.

CONSUMER COMPLAINT REPORT

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COMPLAINT TYPE : YARD LIGHT
NUMBER OF CASES: 1

Complaint Date: 05/24/1994 Location: 30A3442

Date of Work: 05/25/1994

PROBLEM:
SVL goes out and stays out for a while then comes back on.FINDING/ACTION:
Bulb was bad. Replaced old bulb with new one.

WASHINGTON COUNTY

COMPLAINT TYPE : RIGHT OF WAY
NUMBER OF CASES: 1

Complaint Date: 10/26/1994 Location: 50C8416

Date of Work: 11/09/1994

PROBLEM:
Oak limbs on power lines in front of house. Children have
swing in tree. Need to trim oak tree in front of house back
to primary.FINDING/ACTION:
We trimmed the tree.

REPORTING YEAR: 1994B

BAY COUNTY

COMPLAINT TYPE : VOLTAGE CHECK
NUMBER OF CASES: 1

Complaint Date: 09/21/1994 Location: 26B7445

Date of Work: 09/21/1994

PROBLEM:
Some appliances do not work. Other lights are on.FINDING/ACTION:
Problem on consumer's side. Our side checks OK.

CONSUMER COMPLAINT REPORT
REPORTING YEAR:1995

BAY COUNTY

COMPLAINT TYPE : METER CHECK

NUMBER OF CASES: 5

Complaint Date: 07/31/1995 Location: 14-6563

Date of Work: 07/31/1995

PROBLEM:

Consumer complains bill too low. He checked meter and read 82902. He knows this is not right -- way too high. Could something be wrong with meter?

FINDING/ACTION:

Meter was stopped. Changed meter.

Complaint Date: 12/19/1995 Location: 1686093

Date of Work: 12/20/1995

PROBLEM:

Billed for 4000 KWH.

FINDING/ACTION:

No one home, meter running real fast. Turned breakers off, meter stopped running. Trailer in very poor repair. Heat cycling on and off.

Complaint Date: 06/07/1995 Location: 29A5212

Date of Work: 06/07/1995

PROBLEM:

Open ground tested.

FINDING/ACTION:

Our side OK, consumer had all ground wires loose.

Complaint Date: 02/15/1995 Location: 5-2601858

Date of Work: 02/15/1995

PROBLEM:

Check Meter, bill \$354.40.

FINDING/ACTION:

Checked connection in meter base -- all OK. Checked the last two bills. They had 36 Day on this bill and 28 days on last month's bill. Give consumer day-by-day list to get meter reading.

CONSUMER COMPLAINT REPORT
REPORTING YEAR:1995

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BAY COUNTY

COMPLAINT TYPE : METER CHECK NUMBER OF CASES: 5

Complaint Date: 02/15/1995 Location: 5-30A5965

Date of Work: 02/16/1995

PROBLEM:
High Bill complaint.FINDING/ACTION:
Everything on our side is new and looks good. Big old house up
off the ground.

COMPLAINT TYPE : RADIO INTERFERENCE NUMBER OF CASES: 1

Complaint Date: 12/15/1995 Location: 5-26D0965

Date of Work: 12/15/1995

PROBLEM:
Gets interference on TV, car, radio, etc. Please check loose
connection at transformer.FINDING/ACTION:
Found bad fence charger, consumer problem.

CONSUMER COMPLAINT REPORT

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COMPLAINT TYPE : VOLTAGE CHECK NUMBER OF CASES: 7

Complaint Date: 09/22/1995 Location: 20A3365

Date of Work: 09/25/1995

PROBLEM:
High bill. please check.FINDING/ACTION:
Checked our side at meter, everything looks good. Talked to consumer & gave her a list to read meter every day to check. what may be using the power. She will turn off hot water heater at pool house.

Complaint Date: 07/07/1995 Location: 26A3127

Date of Work: 07/07/1995

PROBLEM:
Lights go on and off.FINDING/ACTION:
Bad transformer. Changed it out.

Complaint Date: 04/21/1995 Location: 26B4678

Date of Work: 04/21/1995

PROBLEM:
Consumer has lights in part of house: living room and front porch lights won't come on.FINDING/ACTION:
Was a consumer problem.

Complaint Date: 02/22/1995 Location: 26B757068

Date of Work: 02/22/1995

PROBLEM:
Lights going off and on. Computer won't work and hot water heater went out.FINDING/ACTION:
Problem was fault in US primary cable; it was possible there was a primary voltage on the neutral that could have burnt up the computer and water heater.

Complaint Date: 07/25/1995 Location: 5-26D5106

Date of Work: 07/25/1995

PROBLEM:
Power surges. Some parts of house will go completely down.FINDING/ACTION:
No problem found on our side. Consumer's neutral in panel was loose.

CONSUMER COMPLAINT REPORT
REPORTING YEAR:1995

BAY COUNTY

COMPLAINT TYPE : VOLTAGE CHECK

NUMBER OF CASES: 7

Complaint Date: 04/14/1995 Location: 5-26-0992

Date of Work: 04/14/1995

PROBLEM:
Lights blinking on and off.

FINDING/ACTION:
Loose neutral connector.

Complaint Date: 12/11/1995 Location: 5-26B2365

Date of Work: 12/12/1995

PROBLEM:
Lights go on and off.

FINDING/ACTION:
Jack barrell burnt in two.

WASHINGTON COUNTY

COMPLAINT TYPE : OTHER

NUMBER OF CASES: 1

Complaint Date: 10/30/1995 Location: 6-64-5848

Date of Work: 10/30/1995

PROBLEM:
Consumer said he could see blue flames coming from pole.

FINDING/ACTION:
It was a loose flipper fuse.

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COMPLAINT TYPE : VOLTAGE CHECK

NUMBER OF CASES: 3

Complaint Date: 09/29/1995 Location: 6-60-0904

Date of Work: 09/29/1995

PROBLEM:
Voltage trouble.

FINDING/ACTION:
Split bolts on the transformer. Changed them to squeeze-on types.

Complaint Date: 07/11/1995 Location: 6-54-2817

Date of Work: 07/11/1995

PROBLEM:
Consumer called and said he was without power.

FINDING/ACTION:
The power was not out when we checked.

Complaint Date: 07/11/1995 Location: 6-63-8298

Date of Work: 07/11/1995

PROBLEM:
We were there for an outage. Consumer complained of voltage problem. After restoring service this was checked.

FINDING/ACTION:
No problems were found.

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CONSUMER COMPLAINT REPORT
REPORTING YEAR:1996

BAY COUNTY

COMPLAINT TYPE : METER CHECK

NUMBER OF CASES: 2

Complaint Date: 03/27/1996 Location: 4-20D5381

Date of Work: 03/27/1996

PROBLEM:

Test meter and help consumer check for anything causing high usage.

FINDING/ACTION:

Meter was accurate. Duct work half off of unit. Old water heater, electric heat. Advised consumer that his landlord could pickup a water heater for this account.

Complaint Date: 02/19/1996 Location: 9-11-8137

Date of Work: 02/21/1996

PROBLEM:

Says they don't use electric heat. There is no way possible bill could be that high. Consumer very upset, on fixed income. Says they're very energy efficient. Insists meter is fast.

FINDING/ACTION:

Full load 100%, light load 99.97%.

COMPLAINT TYPE : RADIO INTERFERENCE

NUMBER OF CASES: 1

Complaint Date: 01/31/1996 Location: 5-25-8184

Date of Work: 02/05/1996

PROBLEM:

Has buzzing noise in phone, TV and other appliances. Consumer says ground is loose on transformer feeding his air conditioner.

FINDING/ACTION:

Found a bad arrestor and fixed it.

CONSUMER COMPLAINT REPORT

COMPLAINT TYPE : VOLTAGE CHECK

NUMBER OF CASES: 5

Complaint Date: 05/31/1996 Location: 5-26B2878

Date of Work: 06/01/1996

PROBLEM:
Power surgesFINDING/ACTION:
Wire too small, neutral not hooked up. Breaker box needs to be
changed out. Voltage 122-244 -- our side is OK. Consumer
problem.

Complaint Date: 05/07/1996 Location: 4-21A8370

Date of Work: 05/08/1996

PROBLEM:
Lights go dim when a/c comes on or dryer goes off. Touch
lights come on by themselves when a/c comes on.FINDING/ACTION:
Set Volt Recorder. Hot legs and neutral were loose in the meter
base.

Complaint Date: 06/10/1996 Location: 5-30A0261

Date of Work: 06/10/1996

PROBLEM:
Lights go real dim then go back on. When turning on major
appliances, they go real bright.FINDING/ACTION:
Meter base wire burnt up. We replaced it.

Complaint Date: 06/11/1996 Location: 5-26D9118

Date of Work: 06/12/1996

PROBLEM:
Power fluctuated two nights in a row, around 9 p.m. On
second night lights went completely off for a short while.FINDING/ACTION:
Changed split bolts at the weatherhead.

Complaint Date: 01/31/1996 Location: 4-20A5273

Date of Work: 01/31/1996

PROBLEM:
Only has 110 power. Voltage check.FINDING/ACTION:
Pedestal damaged by vehicle.

CONSUMER COMPLAINT REPORT

WASHINGTON COUNTY

COMPLAINT TYPE : METER CHECK

NUMBER OF CASES: 1

Complaint Date: 01/05/1996 Location: 6-44-3277

Date of Work: 01/09/1996

PROBLEM:

Consumer irrate. Check meter.

FINDING/ACTION:

This is about an 80' x 16' trailer (new). Must be all electric with an (air to air heat pump). No gas as I can see. 200 amp service. Consumer not at home. Everything checks out our side.

COMPLAINT TYPE : OTHER

NUMBER OF CASES: 1

Complaint Date: 05/02/1996 Location: 6-54-2087

Date of Work: 06/13/1996

PROBLEM:

Pole that has the transformer is rotting. Consumer is worried about it, wants the pole changed out.

FINDING/ACTION:

Pole changed out by contractor.

COMPLAINT TYPE : VOLTAGE CHECK

NUMBER OF CASES: 1

Complaint Date: 06/24/1996 Location: 6-54-5095

Date of Work: 06/24/1996

PROBLEM:

Voltage check.

FINDING/ACTION:

Hooked up Volt Recorder. Showed no problems. Voltage was 122-244.

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CONSUMER COMPLAINT REPORT
REPORTING YEAR:C

BAY COUNTY

COMPLAINT TYPE : VOLTAGE CHECK

NUMBER OF CASES: 1

Complaint Date: 07/14/1995 Location: 74-9490.

Date of Work: 07/14/1995

PROBLEM:

Consumer complained about dimming lights.

FINDING/ACTION:

This is a new URD service. Found lugs loose in meter base.

Summary Totals: OTHER : 4
VOLTAGE CHECK: 67YARD LIGHT: 1
CHECK LINE: 1RIGHT OF WAY: 2
METER CHECK : 15LIGHTNING PROBLEM : 2
RADIO INTERFERENCE: 4

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Additional Discovery Information

5. A Distribution Service Reliability Report for the company's facilities within the referenced map areas for the most recent twelve month period available. (Refer to Rules 25-6044 and 25-6.0455, Florida Administrative Code)

DATE: 08/03/1996
PAGE: 1

OUTAGE REPORT FOR LAST 12 MONTHS
(DOES NOT INCLUDE HURRICANE OPAL)

	DATE =====	OUTAGE =====	TLN =====	LOCATION =====	CONS. NAME =====	# CONS. OUT =====	HOURS OFF =====	TOTAL HRS OFF =====
SUBSTATION: BGN								
FEEDER: EAST								
	07/18/1995	YES	1788861	JAMES WAY & DARTMOUTH	PEACOCK, JEANIE A.	15	1.00	15.00
	07/24/1995	YES	1789061	JAMES WAY & BEAR CREEK	TERRY, JOE	1	0.50	0.50
	08/11/1995	YES	13-6248	SCOTT FERRY RD	CLEMENTS, JACK	1	1.00	1.00
	08/12/1995	YES	1782058	CAMPFLOWERS RD	WALLACE, KENNETH	1	1.00	1.00
	08/16/1995	YES	1788917	BEAR CREEK RD & HWY 23	ROUSCH, FRED	3	1.00	3.00
	08/30/1995	YES	13-2788	11533 BEAR CREEK RD	BODNER, WILLIAM J.	1	1.00	1.00
	09/04/1995	YES	13-2084	BEAR CREEK ROAD	BEAR CREEK RANCH	2	1.00	2.00
	09/09/1995	YES	13-2084	BEAR CREEK ROAD	HEARTH & GARDEN	1	1.00	1.00
	12/06/1995	YES	1788773	CROOK HOLLOW	CROWLEY	2	1.00	2.00
	12/19/1995	YES	1782058	CAMPFLOWER RD	WALLACE, KENNETH E.	1	2.00	2.00
	02/03/1996	YES	13-3481	OFF BEARFOOT LANE	SCHULTE, WILLIAM	1	1.00	1.00
	03/20/1996	YES	1789542	SOUTH BEAR CREEK ROAD	FORRESTER, JOHN	1	1.50	1.50
	03/25/1996	YES	13-2290	SOUTH BEAR CREEK RD	BEAR CREEK CHURCH	1	1.00	1.00
	05/08/1996	YES	1786555	TRACY WAY, BEAR CREEK	CAMPBELL, GUY	1	0.50	0.50
						=====	=====	=====
				SUBTOTALS:		32	14.00	32.50
FEEDER: NORTH								
	05/05/1996	YES	17A0961	HORN BILL DRIVE	HATHAWAY, VAN	1	2.50	2.50
						=====	=====	=====
				SUBTOTALS:		1	2.50	2.50
FEEDER: SOUTH								
	08/26/1995	YES	2005429	SMITH ROAD	MARTIN, TOM	2	0.50	1.00
	09/17/1995	YES	2005075	BUCKSHOT LN OFF PENNY	DYMAT, PAT	2	0.50	1.00
	11/04/1995	YES	20D6740	THOMAS ROAD	YOUNG, HELEN	2	0.67	1.34
	12/18/1995	YES	20D8779	PENNY ROAD	PENNY CABINET SHOP	2	6.00	12.00
	12/20/1995	YES	20D7335	PAUL RD	RECORD, COREECE E.	2	1.00	2.00
	12/31/1995	YES	20D3724	HIGHWAY 2301	EVERLY, RAY	2	2.00	4.00
	01/31/1996	YES	20D5449	KEITHLY RD	MILTON, FOX	1	0.75	0.75
	02/06/1996	YES	20D5185	PETER ROAD	WOODRUFF, LISA	2	0.75	1.50
	03/16/1996	YES	20D6780	PENNY ROAD	WORLEY	1	2.00	2.00
	03/25/1996	YES	20D4368	DAVIS, ADAMS, BROWN RD	KIRKLAND, LINDA	80	0.50	40.00
	04/02/1996	YES	20D4889	COE ROAD	ZAREMBA, VICKI	1	4.00	4.00
	04/13/1996	YES	17A4370	CAMP FLOWERS CLAY PIT	BAY COUNTY SHERIFF	1	1.25	1.25
	05/09/1996	YES	20D5835	WOOD PLACE		2	0.50	1.00
	06/12/1996	YES	20D5185	PETER ST	JONES	1	0.50	0.50
	06/14/1996	YES	20D0545	KENT ROAD	WATERS	3	1.00	3.00
	06/16/1996	YES	20D4943	MY WAY OFF SMITH RD	SPINK, CHERRI	1	1.50	1.50
	06/16/1996	YES	20D7366	ADAMS ROAD	HARRISON, JEANNIE	20	1.00	20.00
	06/23/1996	YES	20D6843	SMITH ROAD	WHITE, SHANNON	1	0.75	0.75
	07/05/1996	YES	20D7343	KISER TO PAUL RD	WEST, CHARLES	2	0.25	0.50
	07/07/1996	YES	20D6561	DAVIS/BROWN/GILBERT RD		50	3.00	150.00
	07/16/1996	YES	17A4370	CAMP FLOWERS ROAD	BAY COUNTY ROAD DEPT	2	0.50	1.00

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OUTAGE REPORT FOR LAST 12 MONTHS
(DOES NOT INCLUDE HURRICANE OPAL)

DATE	OUTAGE	TLN	LOCATION	CONS. NAME	N CONS. OUT	HOURS OFF	TOTAL HRS OFF
=====	=====	=====	=====	=====	=====	=====	=====
07/18/1996	YES	20A5279	CHEROKEE ST	WILSON, MAYO	100	1.00	100.00
SUBTOTALS:					260	23.92	349.09
SUBSTATION: BGS FEEDER: HIGHPOINT							
09/05/1995	YES	21A8373	BUMBY RD	STEWART, DANNY	10	1.00	10.00
04/18/1996	YES	28A8016	BOLLINGER ROAD	BALLINGER, CHARLES JR	10	0.50	5.00
06/06/1996	YES	21A8363	BUMBY ROAD	BARNETT, STEPHEN	10	1.00	10.00
SUBTOTALS:					30	2.50	25.00
FEEDER: MAJETTE							
07/18/1995	YES	22A2930	SWEETBRIAR RD	HOSKINS, GLYNN	1	6.00	6.00
07/19/1995	YES	22A3330	SWEETBRIAR & TANNER	JORGENSEN, ROBIN	1	2.00	2.00
07/27/1995	YES	22A4130	BAYOU GEORGE	PADILLO, BETTY	10	1.00	10.00
08/19/1995	YES	22A4330	SWEETBRIAR RD	HALL, THOMAS	14	0.50	7.00
11/05/1995	YES	22A3646	BAYOU GEORGE DR.	BUTLER, MR.	1	0.67	0.67
11/11/1995	YES	22A3330	TANNER ROAD	JORGENSEN, ROBIN	1	2.00	2.00
11/13/1995	YES	22A3330	TANNER ROAD	JORGENSEN	1	2.00	2.00
01/09/1996	YES	22A3539	BLUEBERRY RD	SPEGLE, ROBERT	3	1.00	3.00
01/18/1996	YES	22A0361	TAP OFF JOHN PITTS RD	WHITER	2	2.00	4.00
06/06/1996	YES	22A4551	BAYOU GEORGE DRIVE	WENGEL, MR.	2	1.00	2.00
SUBTOTALS:					36	18.17	38.67
SUBSTATION: CL FEEDER: NORTH							
07/21/1995	YES	46-4516	LEISURE LAKES, FOX CT	WEATHERS, HOWARD	1	2.75	2.75
07/21/1995	YES	61-8005	DOUBLE BRANCH TAP	DOGWOOD ACRES	150	1.00	150.00
07/22/1995	YES	57-4968	DYKES TAP & DOUBLE BR	FINCH, LEONARD	185	1.00	185.00
07/22/1995	YES	60-2569	PAYNE POND	STALLINGS, JOAN	2	2.00	4.00
07/23/1995	YES	61-8005	DOUBLE BR. & DYKES	FINCH, LEONARD	185	1.25	231.25
07/24/1995	YES	60-3005	DOUBLE BRANCH TAP	FLEMING	100	2.00	200.00
07/31/1995	YES	57-1429	HIGHWAY 279	QUALLS, RILEY	1	1.00	1.00
07/31/1995	YES	57-1476	HIGHWAY 279	GAINER, ROBERT	2	1.00	2.00
08/04/1995	YES	57-1729	OFF HWY 279	BESSON, MRS.	1	6.25	6.25
08/04/1995	YES	57-2029	HWY 279	ARNONE, ANTHONY	6	0.50	3.00
08/06/1995	YES	54-3712	GREENHEAD	HERNANDEZ, LYNN WOOD	1	1.17	1.17
08/07/1995	YES	60-0491	HWY 279	BST-3E809	1	1.00	1.00
08/09/1995	YES	46-5430	CHAIN LAKES, LEISURE L	OLIVER, M.	10	1.17	11.70
08/09/1995	YES	46-5430	TURKEY RUN, LEISURE LA	OLIVER, M.	1	2.50	2.50
09/17/1995	YES	60-1454	HIGHWAY 279	ACRE, SUSAN	16	1.00	16.00
09/17/1995	YES	60-5302	DOUBLE BRANCH TAP	FALMER, SHERRIE	1	0.50	0.50
09/20/1995	YES	46-2036	LEISURE LAKES	HAMMELL, DERWIN	12	2.00	24.00

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DATE: 08/03/1996
PAGE: 3OUTAGE REPORT FOR LAST 12 MONTHS
(DOES NOT INCLUDE HURRICANE OPAL)

DATE	OUTAGE	TLN	LOCATION	CONS. NAME	# CONS. OUT	HOURS OFF	TOTAL HRS OFF
11/02/1995	YES	46-4347	LEISURE LAKES	DAVENPORT	1	2.00	2.00
11/13/1995	YES	60-8960		HAMMOCK, EMMITT	1	1.00	1.00
11/23/1995	YES	60-7167	TAP OFF MACK SMITH RD	BROXSON	1	1.00	1.00
11/27/1995	YES	54-2817	GREEN HEAD	TATE, ROBERT	2	1.00	2.00
12/18/1995	YES	57-4572	RED SAPP RD	SAPP, DAVIS	1	0.75	0.75
12/18/1995	YES	60-0406	DOGWOOD ACRES	HECK, BILL	1	1.50	1.50
12/19/1995	YES	64-9789	HALL RD	HALL, CAROL	1	1.25	1.25
01/19/1996	YES	60-1830	TRANSFORMER ON HWY 279	REDLI, EURA MAE	2	2.00	4.00
02/05/1996	YES	54-3511	HERNANDEZ LANE	HERNANDEZ, ROBERT	2	1.00	2.00
02/10/1996	YES	66-7127	WAUSAU, IKE HENDRIX RD	FINCH, CHRIS	1	1.00	1.00
02/19/1996	YES	56-4386	CHAIN LAKES	NOLES, DONALD	1	1.00	1.00
02/26/1996	YES	53-9835	LEISURE LAKE ROAD	CARTER, HULAN	1	1.00	1.00
03/24/1996	YES	56-8409	PARADISE LAKES, HWY 279	WALLER, CHARLES	1	0.75	0.75
03/29/1996	YES	60-0406	DOGWOOD ACRES	PRESBYTERY OF FLA.	2	1.25	2.50
03/30/1996	YES	60-4022	GREENHEAD	WARD, M.C.	1	1.00	1.00
04/08/1996	YES	54-2814	GREENHEAD	MILLER, C.E.	2	1.00	2.00
04/15/1996	YES	56-8211	OFF HWY 279	HOMER, ALEXANDER	2	2.00	4.00
04/26/1996	YES	60-2005	PAST DOGWOOD, DOUBE BR	GALBREATH, TOM	1	1.25	1.25
04/28/1996	YES	60-1830	HWY 279, N. OF GREENHD	MANNING, SHIRLEY	2	1.25	2.50
05/01/1996	YES	60-1786	HIGHWAY 279	PAYNE, WILLIAM	2	1.00	2.00
05/02/1996	YES	54-2077	HIGHWAY 77 NORTH	CARTER, HULON	1	1.00	1.00
05/28/1996	YES	57-6576	GRASSY POND	SEXTON, CHARLES	10	3.00	30.00
05/28/1996	YES	63-6594	SPRING LAKE ESTATES	SUGGS, JAMES A.	5	0.75	3.75
06/11/1996	YES	60-8265		KING	1	2.00	2.00
06/22/1996	YES	56-8409	WOOD DUCK LANE OFF 279	WALLER, C.W.	1	1.00	1.00
06/22/1996	YES	64-2276	DBL BR TAP SWINDEL RD	GRANTHAM	2	2.50	5.00
07/02/1996	YES	56-3089	CHAIN LAKES	LANEY, ROGER	1	1.25	1.25
07/04/1996	YES	60-1786	TAP OFF HWY 279	PAYNE	2	2.00	4.00
07/05/1996	YES	60-0578	HIGHWAY 279	SUGGS, LINDA	5	1.00	5.00
07/09/1996	YES	60-2408	DOUBLE BRANCH RD	ROACH, SLICKY	1	1.50	1.50
SUBTOTALS:					732	66.34	931.12
SUBSTATION: F FEEDER: SOUTH							
07/24/1995	YES	1686098	HAPPYVILLE ROAD	HALLMAN, MR.	2	0.50	1.00
08/03/1995	YES	1686887	HAPPYVILLE RD	NIXON, WILLIAM	1	0.50	0.50
11/01/1995	YES	12C3019	HIGHWAY 231	BAXTER	1	4.50	4.50
11/11/1995	YES	1686683	HWY 368 HAPPYVILLE RD	MIXON, WILLIAM	6	0.50	3.00
SUBTOTALS:					10	6.00	9.00

OUTAGE REPORT FOR LAST 12 MONTHS
(DOES NOT INCLUDE HURRICANE OPAL)

DATE	OUTAGE	TLN	LOCATION	CONS. NAME	# CONS. OUT	HOURS OFF	TOTAL HRS OFF
=====	=====	=====	=====	=====	=====	=====	=====
GRAND TOTALS:					1121	141.68	1387.88

+++++

YEARLY AVERAGE HOURS OUT PER CONSUMER: 1.24

MONTHLY AVERAGE HOURS OUT PER CONSUMER: 0.10

Additional Discovery Information

6. An economic analysis of the company's current annual cost and the cost for each of the next five years for the following:

- a. The annual and cumulative present value revenue requirements for generating facilities or purchased power, and fixed operation and maintenance expenses necessary to serve the company's current customers within the referenced map areas;

AEC's wholesale demand rate to Gulf Coast includes components for generation, transmission, and fixed operation and maintenance expenses. Based upon AEC's current and projected demand rates, Gulf Coast's estimated annual and cumulative revenue requirements for generating capacity or purchased power, transmission expenses, and fixed operation and maintenance expenses to serve its current customers within the referenced map areas are as follows:

	<u>Annual Cost</u>	<u>Cumulative Cost</u>
1996	\$ 726,597	\$ 726,597
1997	\$ 762,823	\$1,489,419
1998	\$ 762,389	\$2,251,808
1999	\$ 777,613	\$3,029,421
2000	\$ 774,844	\$3,804,265

Expenses are based on AEC's P-17 demand charge rates

- b. The annual and cumulative present value revenue requirements for fuel to serve the company's current customers within the referenced map areas;

The energy component of AEC's wholesale rate to Gulf Coast includes fuel, a purchased power energy charge, and other variable and fixed production expenses. The wholesale energy charges, exclusive of any fuel and purchased power adjustment, Gulf Coast's estimated annual and cumulative present value revenue requirements for fuel and its total energy charge to serve its current customers within the referenced map areas are as follows:

Fuel Charge:

	<u>Annual Cost</u>	<u>Cumulative Cost</u>
1996	\$366,029	\$ 366,029
1997	\$348,427	\$ 714,457
1998	\$351,915	\$1,066,371
1999	\$350,060	\$1,416,432
2000	\$337,307	\$1,753,739

Total Energy Charge:

	<u>Annual Cost</u>	<u>Cumulative Cost</u>
1996	\$489,548	\$ 489,548
1997	\$483,372	\$ 972,919
1998	\$498,329	\$1,471,249
1999	\$507,208	\$1,978,457
2000	\$505,496	\$2,483,952

- c. The total system embedded cost for generating plant and fixed operation and maintenance expenses (or purchased power) expressed in dollars per kilowatt in the referenced map areas;

Gulf Coast Electric Cooperative is a full requirements customer of Alabama Electric Cooperative, Inc. (AEC) and has no embedded generation cost. Gulf Coast Electric Cooperative incurs the wholesale purchase power costs. AEC's \$/kW-month cost for firm power customers is listed on the attached table. Costs associated with fixed generation are further broken down.

	<u>All Fixed Costs</u>		<u>Fixed Generation Costs</u>	
	Total Fixed \$/KW	Purchase Power	Gen. Fixed Cost	Fixed Gen. O & M
1996	\$9.42	\$1.71	\$3.53	\$0.73
1997	\$9.81	\$1.73	\$3.89	\$0.70
1998	\$9.74	\$1.48	\$3.99	\$0.71
1999	\$9.82	\$1.46	\$4.17	\$0.71
2000	\$9.91	\$1.57	\$4.03	\$0.71

- d. The annual and cumulative present value revenue requirements for operation and maintenance expenses associated with the company's transmission, distribution, and customer service facilities associated with serving current customers within the referenced map areas.

O & M associated with transmission, distribution and customer service facilities.

	<u>Annual Cost</u>	<u>Cumulative Cost</u>
1996	\$ 89,587	\$ 89,587
1997	\$ 95,896	\$185,483
1998	\$104,163	\$289,646
1999	\$112,904	\$402,550
2000	\$122,222	\$524,772

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition to resolve)
territorial dispute with Gulf)
Coast Electrical Cooperative,)
Inc. by Gulf Power Company.)

Docket No. 930885-EU
Date Filed: August 12, 1996

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been furnished this 12th day of August, 1996 by U.S. Mail or hand delivery to the following:

Vicki Johnson, Esquire
Staff Counsel
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0863

Roberta S. Bass
Division of Electric & Gas
FL Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0870

Jeffrey A. Stone, Esquire
Russell A. Badders, Esquire
Beggs & Lane
P. O. Box 12950
Pensacola, FL 32576

LAW OFFICES
J. PATRICK FLOYD, P.A.
408 Long Avenue
P. O. Box 950
Port St. Joe, FL 32456
904-227-7413
ATTORNEY FOR GULF COAST
ELECTRIC COOPERATIVE, INC.

By:


J. PATRICK FLOYD
FLORIDA BAR NO. 257001

EXHIBIT NO. _____

DOCKET NO: 930885-EU

WITNESS: ARCHIE W. GORDON

PARTY: GULF COAST ELECTRIC COOPERATIVE

DESCRIPTION: SUMMARY OF RESPONSES TO
STAFF'S INTERROGATORIES,
NUMBERS 23, 28, 33, 38, 43,
48, 53, 58, 63, 68, 73, 78

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 930885-EU EXHIBIT NO. 3
COMPANY/ STAFF
WITNESS: STAFF
DATE: 4-29-97

PROFFERING PARTY: STAFF

**Summary of Gulf Coast Electric Cooperative's Responses
to Staff's Interrogatories
Numbers 23, 28, 33, 38, 43, 48, 53, 58, 63, 68, 73, 78**

Area 1: Washington County

Hwy 279 - Hwy 77 northward past Holmes Valley Rd.
(Interrogatory 23)

Distribution Line Initially Installed

Maps	Year	Phases
2321	1949	1
2221	1949	1
2220	1949	1
2218SE	1983	1
2218SW	1983	1
2218NW	1951	1
2320	1949	1

Area 2: Washington County

Hwy 77 - from Hwy 279 northward to Voltaire Dr.
(Interrogatory 28)

Maps	Year	Phases
2321	1949	3
2320	1949	3
2420	1949	3

Area 3: Bay County

First St. approx. 900 ft. west of Hwy 231 in Youngstown
(Interrogatory 33)

Maps	Year	Phases
2828NE	1954	3
2828NW	1954	3

Area 4: Bay County

Second St. approx. 900 ft. west of Hwy 231 in Youngstown
(Interrogatory 38)

Maps	Year	Phases
2828NE	1954	3
2828NW	1954	3

Area 5: Bay County

Fourth St. approx. 900 ft. west of Hwy 231 in Youngstown
(Interrogatory 43)

Maps	Year	Phases
2828NE	1954	3
2828NW	1954	3

Area 6: Bay County

Along Hwy 231 North of Bear Creek Road
(Interrogatory 48)

Maps	Year	Phases
2830NW	1972	1

**Summary of Gulf Coast Electric Cooperative's Responses
to Staff's Interrogatories
Numbers 23, 28, 33, 38, 43, 48, 53, 58, 63, 68, 73, 78**

Area 7: Bay County

Along Bear Creek Road East of Hwy 231
(Interrogatory 53)

Distribution Line Initially Installed

Maps	Year	Phases
2830NW	1972	1

Area 8: Bay County

Along Coe Road at Wendy Road and Eastward
(Interrogatory 58)

Maps	Year	Phases
2632	N/A	N/A
2633	1956	1

Area 9: Bay County

Along GPC's Transission R/W at Bayou George Rd.
(Interrogatory 63)

Maps	Year	Phases
2633	1972	1

Area 10: Bay County

Along John Pitts Road Eastward from Hwy 231
(Interrogatory 68)

Maps	Year	Phases
2534	1965	3
2634	1965	3

Area 11: Bay County

Along Titus Road Westward from Hwy 231
(Interrogatory 73)

Maps	Year	Phases
2534	1965	3

Area 12: Bay County

Along SR. 77A Northward from High Point Road
(Interrogatory 78)

Maps	Year	Phases
2534	1965	3
2533	1965	3
2433	1951	3

Case no. 92,479

Exhibit No. ____ (SPD-2)

FLORIDA PUBLIC SERVICE COMMISSION

DOCKET

NO. 930885-EV EXHIBIT NO. 204P

COMPANY/

WITNESS: DANIEL / G-CEC

DATE: 4-29-97

Stephen Page Daniel
Executive Vice President

EDUCATION: Master of Business Administration in Finance, Georgia State University
Bachelor of Industrial Engineering, Georgia Institute of Technology

PROFESSIONAL MEMBERSHIP: Institute of Electrical and Electronics Engineers

EXPERIENCE:

2/86-Present Executive Vice President and principal of GDS Associates, Inc.

1/71-2/86 Mr. Daniel served as rate analyst (1971-1974), project manager (1975-1981), Group Manager - Rate and Analytical Services (1982-1984), and Assistant Vice President - Rate and Analytical Services (1985-1986) with Southern Engineering Company. Mr. Daniel was also Coordinator - Load and Energy Management Services from 1978 to 1981.

During his more than twenty-six (26) years experience in the electric utility industry, Mr. Daniel has consulted with utilities, government agencies, and industrial clients in thirty-three (33) states in the following areas:

Power supply planning for generation and transmission utility systems and distribution systems.

Transmission access/pricing issues:

- Negotiation of transmission arrangements
- Policy advocacy/rulemaking
- Open-access transmission implementation/compliance
- Transmission rate case litigation
- Strategic Planning

Negotiation of wholesale (sales-for-resale) power supply contracts on behalf of cooperative electric power systems involving:

- Full and partial requirements services
- Interchange services
- Generation support services
- Joint ownership arrangements

Preparation of pooling rates for cooperative generation and transmission systems.

Preparation of financial forecasts and forecasts of operations for rural electric distribution and generation and transmission systems.

Stephen Page Daniel
Executive Vice President

Preparation of cost-of-service studies and sales-for-resale rate studies for cooperative generation and transmission systems.

Preparation of retail rate studies and cost-of-service studies for rural electric distribution systems and municipal electric systems.

Analysis of cost-of-service studies filed by others with the Federal Energy Regulatory Commission (formerly Federal Power Commission) and various state regulatory commissions.

Preparation of revenue requirements studies for cooperative and municipal power systems.

Facilities valuation studies for property sales and condemnations.

Assignments in specialized areas of:

- Rate design for special loads
- Financial requirements analyses
- Evaluation of financing alternatives
- Acquisition, merger and divestiture evaluations
- Regulatory rulemaking
- Public Utility Regulatory Policies Act of 1978
- Cogeneration and Small Power Production
- Territorial Integrity

REGULATORY EXPERIENCE:

Federal Energy Regulatory Commission (formerly Federal Power Commission) ^{1/}
Alabama Public Service Commission
Alaska Public Utilities Commission ^{1/}
Arizona Corporation Commission ^{1/}
Arkansas Public Service Commission
Public Utilities Commission of the State of Colorado
Florida Public Service Commission ^{2/}
Georgia Public Service Commission
Indiana Regulatory Commission (formerly Public Service Commission of Indiana)
Louisiana Public Service Commission
North Carolina Utilities Commission
Pennsylvania Public Utility Commission
South Carolina Public Service Commission
Texas Public Utility Commission ^{1/}
Utah Public Service Commission

Stephen Page Daniel
Executive Vice President

Virginia State Corporation Commission
West Virginia Public Service Commission ^{1/}

- ^{1/} Including Regulatory Rulemaking
^{2/} Including Generic Hearings

EXPERT TESTIMONY IN COURT PROCEEDINGS:

- (1) Clay County Superior Court, Clay County, Florida
- (2) United States Federal District Court, District of Nebraska
- (3) United States Federal District Court, Anderson, South Carolina

PUBLICATIONS

"Joint Ownership of Transmission" - CFC Power Review - Spring 1989 (with Robert M. Gross)

LECTURES/SEMINARS:

- (1) Open-Access Transmission: A Key to Competitive Bulk Power Markets
1996 Strategic Planning Program, Strategic Planning Process for 1997 and Beyond,
Alabama Electric Cooperative, Inc., July 2, 1996
- (2) Open-Access Transmission: A Key to Competitive Bulk Power Markets
1996 Annual Engineers Conference
Florida Electric Cooperatives Association, May 15, 1996
- (3) The Future: Transmission Open-Access Update, Industry Restructuring, and Strategic Planning
SMEPA Board of Trustees Forum (1996)
- (4) Open-Access Transmission -- The Path to Competitive Bulk Power Markets
Status of Utility Restructuring in the U.S. and Implications for Georgia
Georgia Public Service Commission Staff Meeting, December 18, 1995
- (5) Unbundling Services and Rates: A Choice or a Necessity?
Public Power: Preparing for Competition
Infocast, Washington, D.C., November 17, 1995
- (6) Trends in Power Supply: What's All the Change About?
The FERC MEGA-NOPR, Privatization & Regulatory Jurisdictional Issues
15th Annual Southeastern Electric & Natural Gas Conference
October 10, 1995
- (7) Transmission Access: The Path to Competition
The Electric Cooperatives of South Carolina, Engineering & Purchasing Association
Meeting, May 1995
- (8) Transmission Access: The Path to Competition
SMEPA Board of Trustees Forum (1994)

Stephen Page Daniel
Executive Vice President

- (9) The Changing Structure of Electric Utilities
G&T Accounting and Finance Association 1994 Annual Meeting
- (10) Surviving and Thriving as Rural (Cooperative) Energy Systems in the 90's and Beyond, Southeastern Power Administration Integrated Resource Planning Conference (1993)
- (11) Transmission Access and Pricing Policies of the FERC
National G&T Managers Association Meeting (1993)
- (12) G&T Rate Theory: Competitive Positioning
NRECA G&T Rate Seminar (1993)
- (13) Transmission Strategies In A Changing Regulatory And Access Environment
Electric Systems Planning and Operations Conference (1992)
- (14) A Wholesale Rate Case: The Consultant's Role
Seminole Electric Cooperative, Inc., June 1992 Employee Meeting
- (15) The Economic Impact of Annexation On Rural Electric Systems: The Technical Perspective; and
Price Alone May Not Be Good Enough! (Workshop)
NRECA Territorial Integrity Conference (1990)
- (16) Regulation After Refunding: Life At The FERC
National G&T Managers Association Meeting (1989)
- (17) Joint Ownership: A Transmission Access Alternative
Executive Enterprises Third Annual Transmission Access And Pricing Conference (1989)
- (18) FERC, IPPS, Etc.
NRECA Transmission Forum (1989)
- (19) FERC Regulation of G&Ts: Prospect and Impact
NRECA G&T Legal Seminar (1989)
- (20) A Review of Reality -- Cooperative/Creative Ratemaking
NRECA 1985 Directors' Update (1985)
- (21) Electric Rates: The Impact on Load and Energy Management
NRECA Load Management Workshop (1980)
- (22) AEPCO Rates: Past, Present & Future
Grand Canyon State Electric Cooperative, Inc. Annual Meeting (1979)
- (23) Fuel Adjustment Clauses and Rates
Georgia Rural Electric Managers Association (1979)
- (24) How to Distribute the Benefits of Load Management
NRECA Load Management Conference (1979)
- (25) Fuel Adjustments and Power Rates
South Carolina Electric Cooperative Managers Association (1979)
- (26) Load Management and Rates
Indiana Statewide REC, Inc. (1978)
- (27) The Philosophy of Setting Rates
Cooperative Power Association (1978)
- (28) Strategies For Load and Energy Management
Northwest Public Power Association 1978 Directors Conference (1978)
- (29) Capital Budgeting to Meet System Planning Needs
APPA Accounting & Finance Workshop (1974)

GULF COAST ELECTRIC COOPERATIVE, INC. VS. GULF POWER COMPANY
FLA PSC Docket No. 930885

Gulf Coast Electric Cooperative, Inc.
Analysis of Consumer, Energy, And Demand Growth And Substation Capacity

Line No.	Year	No. of Consumers *	Annual Change in No. of Consumers	Cum. Change in No. of Consumers	Annual Energy Sales (kWh) *	Annual Change in Energy Sales (kWh)	Cum. Change in Energy Sales (kWh)	Annual Demand (kW) *	Estimated Summer Peak Demand (kW)	Change in Summer Peak Demand (kW)	Cum. Change in Summer Peak Demand (kW)	Available Substation Capacity (kW) #	Estimated Summer Peak Demand (kW) per Consumer
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	1995	1,239			15,713,648			44,550	4,337			12,545	3.50
2	1996	1,309	70	70	16,451,736	738,088	738,088	47,962	4,669	332	332	12,213	3.57
3	1997	1,370	61	131	17,969,676	1,517,940	2,256,028	51,154	4,980	311	643	11,902	3.63
4	1998	1,431	61	192	19,429,380	1,459,704	3,715,732	54,066	5,263	283	926	11,619	3.68
5	1999	1,489	58	250	20,879,058	1,449,678	5,165,410	56,849	5,534	271	1,197	11,348	3.72
6	2000	1,543	54	304	22,297,632	1,418,574	6,583,984	59,137	5,757	223	1,420	11,125	3.73
7	Growth Rate	4.5%			7.2%				5.8%				

* Source: August 12, 1996 Gulf Coast response to FPSC Staff's request for additional information of May 24, 1996.

Does not include adjustments for the effects of power factor or losses.

GULF COAST ELECTRIC COOPERATIVE, INC. VS. GULF POWER COMPANY
FLA PSC Docket No. 930885

Gulf Power Company
Analysis of Consumer, Energy, And Demand Growth And Substation Capacity

Line No.	Year	No. of Consumers *	Annual Change in No. of Consumers	Cum. Change in No. of Consumers	Annual Energy Sales (kWh) *	Annual Change in Energy Sales (kWh)	Cum. Change in Energy Sales (kWh)	Estimated Summer Peak Demand (kW) *	Change in Summer Peak Demand (kW)	Cum. Change in Summer Peak Demand (kW)	Available Substation Capacity (kW)	Summer Peak Demand (kW) per Consumer
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
1	1995	1,368			26,978,331			14,763				10.79
2	1996	1,438	70	70	31,712,628	4,734,297	4,734,297	15,818	1,055	1,055		11.00
3	1997	1,511	73	143	35,269,973	3,557,345	8,291,642	17,112	1,294	2,349		11.32
4	1998	1,588	77	220	41,093,598	5,823,625	14,115,267	18,946	1,834	4,183		11.93
5	1999	1,668	80	300	43,700,186	2,606,588	16,721,855	20,219	1,273	5,456		12.12
6	2000	1,753	85	385	46,881,912	3,181,726	19,903,581	21,759	1,540	6,996		12.41
7	Growth Rate	5.1%			11.7%				9.9%			

* Source: August 12, 1996 Gulf Power Company response to FPSC Staff's request for additional information of May 24, 1996.

GULF COAST ELECTRIC COOPERATIVE, INC. VS. GULF POWER COMPANY
FLA PSC Docket No. 930885

Gulf Coast Electric Cooperative, Inc.
Substation Capacity, Load, and Available Capacity in Disputed Area

Line No.	Station (a)	Existing Capacity(1) (kVA) (b)	Fan Rated Capacity(1) (kVA) (c)	Summer 1995 Peak Load (d)	Available Capacity(2) (3) (e)	Winter 1995 Peak Load (f)	Available Capacity (2) (3) (g)
1.	Fountain (not on maps)	7,500	9,375	6,048	3,327	5,664	3,711
2.	Crystal Lake (not on maps)	7,500	9,375	6,854	2,521	6,816	2,559
3.	Bayou George - South (map no. 2634)	8,000	8,751	6,240	2,511	6,682	2,069
4.	Bayou George - North (map no. 2731)	<u>10,000</u>	<u>12,500</u>	<u>8,314</u>	<u>4,186</u>	<u>8,698</u>	<u>3,802</u>
5.	Total	33,000	40,001	27,456	12,545	27,860	12,141

* Source: Data provided by Gulf Coast Electric Cooperative, Inc.

Notes: 1) All kVA ratings are at 55 degrees C

2) Based on "fan rated" capacity

3) Does not include adjustments for the effects of power factor or losses

GULF COAST ELECTRIC COOPERATIVE, INC. VS. GULF POWER COMPANY
FLA PSC Docket No. 930885

Gulf Coast Electric Cooperative, Inc.
Summary of Outage Time for the Disputed Area

Line No.	Description (a)	No. of Consumers Out (b)	No. of Interruptions (c)	Duration (d)	Total Hours Off (e)
1	Substation: BGN Feeder East	32	14		32.5
2	Substation: BGN Feeder North	1	1		2.5
3	Substation: BGN Feeder South	280	22		349.1
4	Substation: BGS Feeder Highpoint	30	3		25.0
5	Substation: BGS Feeder Majette	36	10		38.7
6	Substation: CL Feeder North	732	47		931.1
7	Substation: F Feeder South	10	4		9.0
8	Total Affected Consumers	1,121	101	141.68	1,387.9
9	Average Outage Time Per Affected Consumer (Line 8(e) ÷ Line 8(b))				1.24
10	Total Consumers In Area (From Filed Data)	1,239			
11	Average Outage Time Per Consumer In Area (Line 8(e) ÷ Line 10(b))				1.12
12	Average Outage Duration (Hr) (Line 8(d) ÷ Line 8(c))			1.40	

* Source: August 12, 1996 Gulf Coast response to FPSC Staff's request for additional information of May 24, 1996.

**BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION**

In Re: Petition to Resolve)	
Territorial Dispute with Gulf Coast)	
Electric Cooperative, Inc. By)	Docket No. 930885-EU
Gulf Power Company)	

**AFFIDAVIT
OF
STEPHEN PAGE DANIEL**

STATE OF GEORGIA)	
)	ss
COUNTY OF COBB)	

Stephen Page Daniel, being first duly sworn, on oath, deposes and says that the foregoing prepared Direct Testimony and Exhibits in Docket No. 930885-EU was prepared by him or under his supervision and that the information contained in such testimony and exhibits is true and correct to the best of his knowledge, information, and belief.



Stephen Page Daniel

Subscribed and sworn to before me this 14 day of October, 1996.

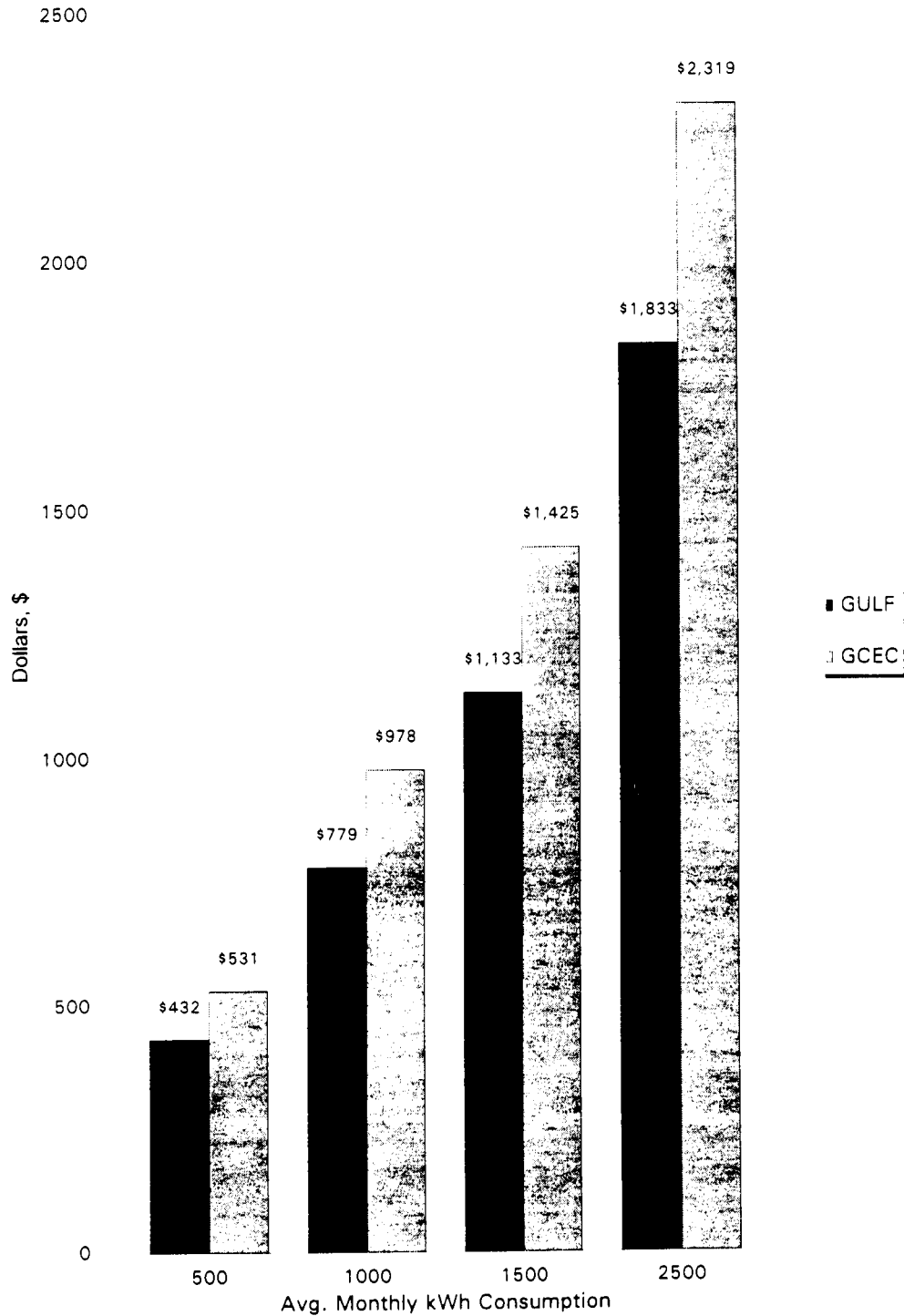


Notary Public

My Commission expires: Notary Public, State of Florida, Commission Expires 10/31/1998

Annual Bill Comparison

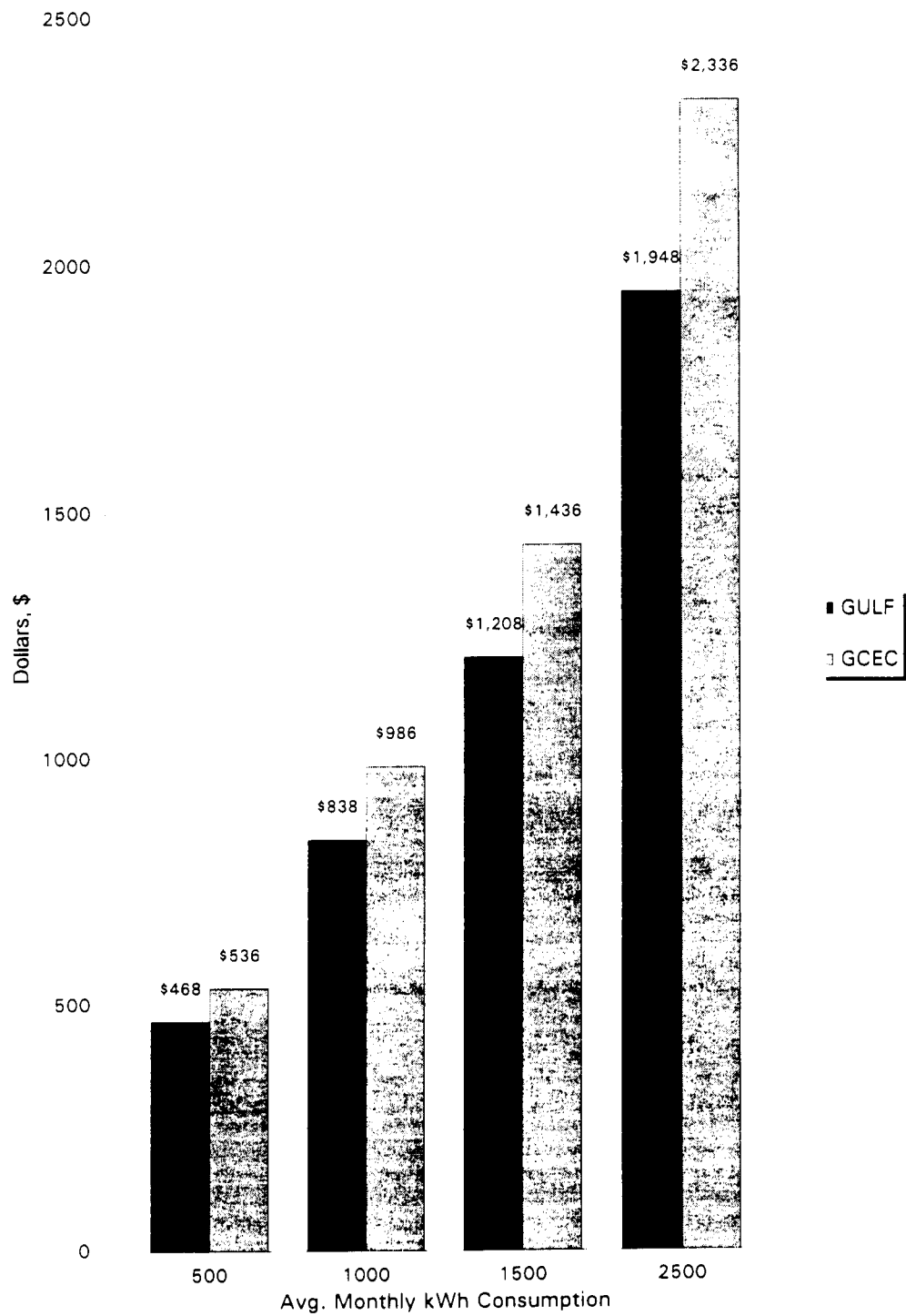
1990



FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 930885-EV EXHIBIT NO. 5
COMPANY/ HOLLAND / GULF
WITNESS: 4-29-97
DATE: 4-29-97

DN 11015-96
10/15/96

Annual Bill Comparison
1995



DRAWING THE LINES: STATEWIDE TERRITORIAL BOUNDARIES FOR PUBLIC UTILITIES IN FLORIDA

Exhibit No. ____ (GEH-2)
Page 1 of 29

RICHARD C. BELLAK* AND MARTHA CARTER BROWN**

I. INTRODUCTION

OVER the past four decades, the State of Florida has grown dramatically from a predominantly rural and relatively unpopulated state to an urban and densely populated one.¹ To meet the increasing demand for utility service accompanying this growth, Florida's public utilities have also grown remarkably. Today, five investor-owned electric utilities—along with thirty-five municipal electric utilities and eighteen rural electric cooperatives—serve 6,736,858 residential, commercial, and industrial customers.² Sixty natural gas utilities, including municipal gas systems and gas districts, as well as 13 local exchange telephone companies, 123 interexchange telephone companies, and 244 water and sewer utilities operate in Florida.³

Growth has driven regulatory authorities to require, and utilities to implement, increased quality and efficiency in the provision of utility service. But growth has also led to conflict and competition between utilities as they have expanded their service areas to meet growing needs and raced to serve new customers in surrounding areas. In the

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Before she was appointed to the Florida Public Service Commission, Susan Forbes Clark researched and drafted the legislative history narratives included in this Article. The authors gratefully acknowledge her important contribution.

This Article reflects the analyses of the authors and does not necessarily reflect the opinions of the Commission or individual Commissioners.

1. In 1950, Florida was home to 2,771,305 people and had only three major urban areas, all located along its coasts. By 1990, Florida's population had grown to 12,671,000 (estimated) and was increasing at a rate of 1,000 new residents a day. BUREAU OF ECON. AND BUS. RESEARCH, UNIV. OF FLA., 1990 FLORIDA STATISTICAL ABSTRACT 3-4 (1990).

2. See generally FLA. PUB. SERV. COMM'N, MASTER COMMISSION DIRECTORY (1991) [hereinafter MASTER COMMISSION DIRECTORY]. (This source is an electronic data base maintained by and accessible at Fla. Pub. Serv. Comm'n, Div. of Records & Reporting, Tallahassee, Florida.); FLA. ELEC. POWER COORDINATING GROUP, INC., 1991 TEN-YEAR PLAN—STATE OF FLORIDA 8 (1991).

3. MASTER COMMISSION DIRECTORY, *supra* note 2.

field of electric service, for example, growth has created a contest for service territory between utilities serving expanding urban areas and cooperatives serving rural areas. Growth has also pitted rural electric cooperatives and investor-owned utilities against municipally-owned utilities that seek to extend their territory and to increase municipal revenues as municipal boundaries expand.

The effort of governmental authorities to respond appropriately to the extensive demographic changes in the State is a persistent theme in the history of utility regulation in Florida, particularly in the regulation of electric utility service territories. The Florida Public Service Commission has considered numerous cases and issues on that subject since 1951, when the Commission was given regulatory authority over investor-owned electric utilities (public utilities).⁴ The Florida Supreme Court has reviewed thirteen electric utility territorial cases since 1950,⁵ and the Florida Legislature has considered legislation on the subject five times since 1974.

The Legislature considered a bill concerning electric service territories most recently during its 1991 session.⁶ The bill proposed a method to divide service territories between electric utilities by establishing territorial boundaries on a statewide basis. While the legislation was not adopted, the controversy the bill engendered demonstrates the importance of the issue in public utility regulation. It is likely to reappear on a future legislative agenda.

This Article presents an overview of Florida's regulation of utility service territories and a review of the history of territorial legislation since 1974.⁷ The Article then analyzes the legal and regulatory issues

4. Since 1985, the Commission has considered 62 cases involving the service territories of electric utilities, not including declaratory statement petitions on territorial issues. FLA. PUB. SERV. COMM'n, CASE MANAGEMENT REPORT, DOCKET INDEX LISTING, June 25, 1991. (This source is an electronic data base maintained by and accessible at Fla. Pub. Serv. Comm'n, Div. of Records & Reporting, Tallahassee, Fla.)

5. Florida Pub. Serv. Comm'n v. Bryson, 569 So. 2d 1253 (Fla. 1990); Public Serv. Comm'n v. Fuller, 551 So. 2d 1210 (Fla. 1989); Lee County Elec. Coop. v. Marks, 501 So. 2d 585 (Fla. 1987); City Gas Co. v. Florida Pub. Serv. Comm'n, 501 So. 2d 580 (Fla. 1987); Gulf Power Co. v. Florida Pub. Serv. Comm'n, 480 So. 2d 97 (Fla. 1985); Utilities Comm'n v. Florida Pub. Serv. Comm'n, 469 So. 2d 731 (Fla. 1985); Gulf Coast Elec. Coop. v. Florida Pub. Serv. Comm'n, 462 So. 2d 1092 (Fla. 1985); Escambia River Elec. Coop. v. Florida Pub. Serv. Comm'n, 421 So. 2d 1384 (Fla. 1982); Gulf Power Co. v. Hawkins, 375 So. 2d 854 (Fla. 1979); Gainesville-Alachua County Regional Elec., Water & Sewer Utils. Bd. v. Clay Elec. Coop., 340 So. 2d 1159 (Fla. 1976); Storey v. Mayo, 217 So. 2d 304 (Fla. 1968); City Gas Co. v. Peoples Gas Sys., 182 So. 2d 429 (Fla. 1965); Tampa Elec. Co. v. Withlacoochee River Elec. Coop., 122 So. 2d 471 (Fla. 1960).

6. Fla. HB 1863 (1991); Fla. SB 1808 (1991).

7. This Article includes allocation of service territories for gas utilities, because the nature and source of the regulation is the same. Both electric utilities and gas utilities are regulated under the provisions of chapter 366, Florida Statutes.

surrounding House Bill 1863, the 1991 territorial bill, and includes a brief discussion of federal antitrust challenges to utility territorial agreements in Florida. The Article concludes with a brief discussion of the relative merits of the present regulatory system and proposed systems that would create permanent territorial boundary lines for electric utilities.

II. HISTORICAL DEVELOPMENT OF UTILITY RETAIL SERVICE TERRITORIES

In this section, the Article traces the evolution of service territory regulation from before the Public Service Commission's creation in 1951, through the establishment of the Commission's authority to approve territorial agreements and resolve territorial disputes, and through territorial legislation since the enactment of the "Grid Bill" in 1974.

A. *The Commission and the Courts*

Before 1951, electric utilities and gas utilities were regulated on a piecemeal basis by local governments, usually municipalities. Private utilities would obtain franchises from municipalities to provide service within all or part of the municipalities' respective jurisdictions. The utilities' rates and quality of service were regulated by the municipalities in whose jurisdictions the services were provided. It was, therefore, not unusual for a single utility to have different rates in different localities for the same service.⁸

In 1951, to create uniform rate and service regulation of investor-owned public utilities throughout the State, the Florida Legislature vested regulatory jurisdiction in the Florida Railroad and Public Utilities Commission, the predecessor to the present Florida Public Service Commission (hereinafter Commission or PSC).⁹ The authority given to the Commission over those utilities was exclusive and plenary. Indeed, the Florida Supreme Court described the Commission's authority as "omnipotent within the confines of the statute and the limits of organic law."¹⁰

1. *Territorial Agreements*

The Commission's power to review and approve territorial agreements involving investor-owned utilities was implicit in the Legisla-

8. STAFF OF FLA. S. COMM. ON COM., A REVIEW OF CHAPTER 366, FLORIDA STATUTES, PUBLIC UTILITIES, PREPARED PURSUANT TO THE REGULATORY REFORM ACT, SECTION 11.61, FLORIDA STATUTES (Jan. 1980).

9. Ch. 26545, 1951 Fla. Laws 123.

10. *Storey v. Mayo*, 217 So. 2d 304, 307 (Fla. 1968).

ture's pervasive grant of authority to the Commission and was part and parcel of the extensive regulatory scheme developed for public utilities.¹¹ The Commission itself had recognized its authority over electric service territories as early as 1958, when it approved an administrative agreement between Florida Power Corporation and the Orlando Utilities Commission that divided territory to prevent duplication of electric facilities.¹²

That same year the Commission approved a territorial agreement between City Gas Company and Peoples Gas System. In its order approving the agreement, the Commission articulated the rationale behind encouraging such agreements dividing service territories between public utilities:

It is our opinion that territorial agreements which will minimize, and perhaps even eliminate, unnecessary and uneconomical duplication of plant and facilities which invariably accompany expansions into areas already served by a competing utility, are definitely in the public interest and should be encouraged and approved by an agency such as this, which is charged with the duty of regulating public utilities in the public interest. Duplication of public utility facilities is an economic waste and results in higher rates which the public must pay for essential services. Reasonable and realistic regulation, in such cases, is better than, and takes the place of competition. A public utility is entitled under the law to earn a reasonable return on its investment. If two similar utilities enter the same territory and compete for the limited business of the area, each will have fewer customers, but there inevitably will be excess facilities which must earn a reasonable return. The rates in such a situation will be higher than the service is worth, or customers in more remote areas will bear some of the unjustified expense necessary to support such economic waste.¹³

Two years after the Commission approved the territorial agreement between City Gas and Peoples, Peoples filed a complaint charging that City Gas had violated the agreement.¹⁴ City Gas answered, *inter alia*, that the agreement was void and unenforceable under state and

11. *Id.*; City Gas Co. v. Peoples Gas Sys., 182 So. 2d 429, 436 (Fla. 1965).

12. *In re* Application of Fla. Power Corp. for Approval of an Admin. Agreement Between Said Co. and the Orlando Util. Comm'n, Docket No. 5256-EU, Order No. 2595 (Fla. Pub. Serv. Comm'n, Mar. 28, 1958).

13. *In re* Territorial Agreement Between Peoples Gas Sys., Inc. and City Gas Co. of Fla., Docket No. 6231-GU, Order No. 3051, at 1 (Fla. Pub. Serv. Comm'n, Nov. 9, 1960).

14. 182 So. 2d 429 (Fla. 1965).

federal antitrust laws.¹⁵ In *City Gas*, the Florida Supreme Court concluded that, in view of the regulatory authority of the Commission over the parties to the agreement pursuant to chapter 366, Florida Statutes, the Commission could prevent the agreement from resulting in the "monopolistic control over price, production, or quality of service" that was the true object of antitrust enforcement.¹⁶ Therefore, the territorial agreement did not violate Florida's antitrust law. The court determined that the Commission had adequate implied authority to approve the agreement, which would have been invalid without such approval. The court's opinion recognized that regulation of natural-monopoly public utilities is consistent with the public interest.¹⁷

The *City Gas* opinion provided precedent for the legality of Commission-approved territorial agreements. First, the court recognized that regulated monopoly public utilities are complementary to, and consistent with, the free market competition envisioned by the antitrust laws, rather than opposed to it, because both are in the public interest in their respective spheres.¹⁸

Second, the court recognized the Commission's implied authority to approve territorial agreements: "The powers of this and similar agencies include both those expressly given and those given by clear and necessary implication from the provisions of the statute. Neither category is possessed of greater dignity or effect."¹⁹

Thus, with the approval of the Florida Supreme Court, by 1965 the Commission had effectively implemented the State's policy to replace competition between utilities with regulation in the public interest. Moreover, it had also established the premise that without Commission approval, territorial agreements between utilities were invalid.

In the exercise of [its] jurisdiction the Commission is specifically authorized to require repairs, improvements, additions and

15. *Id.*

16. *Id.* at 434.

17. *Id.*

18. To this end, the court cited *California v. Federal Power Comm'n*, 296 F.2d 348, 353-54 (D.C. Cir. 1961), *rev'd on other grounds*, 369 U.S. 482 (1962).

The antitrust laws and the regulatory laws are not in conflict; they are complementary. Both have as their objective the public interest. They deal with different subject matters. . . . [One] . . . is not required to—and indeed should not—begin with a general premise that competition is always and under all circumstances in the public interest. [One's] premise should be that the antitrust laws in certain areas of our economy and the regulatory laws in other areas are supplementary enactments and each must be given full effect in its area, recognizing always its concomitant body of law in the other area.

City Gas Co., 182 So. 2d at 433-34.

19. *Id.* at 436-37 (citation omitted).

extensions to the plant and equipment of any public utility reasonably necessary to promote the convenience and welfare of the public and secure adequate service or facilities for those reasonably entitled thereto. Obviously, any agreement between two gas utilities which has for its purpose the establishing of service areas between the utilities will, in effect, limit to some extent the Commission's power to require additions and extensions to plant and equipment reasonably necessary to secure adequate service to those reasonably entitled thereto. In our opinion, such a limitation can have no validity without the approval of this Commission.²⁰

The Legislature and the Commission continue to espouse this rationale in approving territorial agreements.²¹ Commission-approved territorial agreements have become the preferred method for allocating electric and gas utility service territories in Florida.²²

2. Regulatory Schemes

While the method for establishing service areas for electric and gas utilities differs from the method prescribed for water and sewer utilities and for telephone companies, the purpose and the result are the same. Territorial agreements displace competition among utility service providers with the goal of eliminating uneconomic duplication of utility facilities. The regulatory scheme for water and sewer utilities and for telephone companies requires the utility or company to request issuance of a certificate covering the entire territory that it may serve. The Commission reviews the application and may or may not grant the certificate for the area requested.²³

In the electric and gas industries, utilities submit agreements with other utilities that propose boundaries between their respective service territories.²⁴ The Commission reviews each agreement and may or may not approve the allocation of territory.²⁵ Where disputes arise between electric or gas utilities, the service territories are allocated through

20. *Id.* at 436.

21. *Public Serv. Comm'n v. Fuller*, 551 So. 2d 1210 (Fla. 1989).

22. See, e.g., *In re Territorial Agreement between Peoples Gas Sys. & City Gas Co.*, Docket No. 6231-GU, Order No. 3051, at 1 (Fla. Pub. Serv. Comm'n, Nov. 9, 1960); *In re Application of Fla. Power Corp. for Approval of Territorial Agreement with City of Ocala*, Docket No. 7061-EU, Order No. 3799, at 3-4 (Fla. Pub. Serv. Comm'n, Apr. 28, 1965); *Utilities Comm'n v. Florida Pub. Serv. Comm'n*, 469 So. 2d 731, 732 (Fla. 1985).

23. See FLA. STAT. §§ 364.335(4), 367.045(5)(a) (1989).

24. FLA. ADMIN. CODE ANN. r. 25-6.0439-.0442 (1991) (pertaining to electric utility territorial agreements and disputes); FLA. ADMIN. CODE ANN. r. 25-7.047-.0473 (1991) (pertaining to natural gas utility territorial agreements and disputes).

25. FLA. ADMIN. CODE ANN. r. 25-6.0439-.0442 (1991); FLA. ADMIN. CODE ANN. r. 25-7.047-.0473 (1991).

Commission resolution of the dispute.²⁶ In this manner, exclusive service territories are established incrementally, following patterns of growth and development. As a particular area of the State begins to develop, electric and gas utilities that desire to serve the area are expected to anticipate potential problems of duplication of facilities; they are expected to present the Commission with a proposed agreement dividing the new territory and resolving the problems.²⁷ The exclusive service area of a particular utility, be it an investor-owned, municipal, or rural cooperative utility system, thus develops over time, in response to the growth patterns of the area. It is defined by territorial agreements or dispute resolutions between the utility and adjacent utilities over a number of years.

Agreements are encouraged because they provide for the orderly and economical expansion of facilities in a manner responsive to the growth patterns of a rapidly developing state.²⁸ Expensive and time-consuming litigation is thus avoided. In several cases, the Commission has recognized this principle and suspended territorial dispute proceedings to allow utilities the opportunity to reach agreement.²⁹

Since 1965, the Florida Supreme Court has affirmed the Commission's implied authority to approve territorial agreements, acknowledged the necessity of Commission approval for those agreements to be valid, and supported the Commission's implementation of the State's policy to replace competition with regulation in the public interest. The court has repeatedly held that territorial agreements are sanctioned and actively encouraged by the State, both as a means to avoid the harms incident to competitive practices and as a means of resolving disputes between utilities.³⁰

26. *Id.*

27. *In re* Application of Florida Power Corp. for Approval of Territorial Agreement with City of Ocala, Docket No. 7061-EU, Order No. 3799, at 3 (Fla. Pub. Serv. Comm'n, Apr. 28, 1965).

28. *See, e.g., In re* Joint Petition of Florida Power Corp. and Withlacoochee River Elec. Coop. for Approval of Territorial Agreement, 88 Fla. Pub. Serv. Comm'n Rep. 6:215 (Order No. 19480, June 10, 1988).

29. *See, e.g., In re* Petition by Sumter Elec. Coop. to Resolve Territorial Dispute with the City of Ocala, 87 Fla. Pub. Serv. Comm'n Rep. 10:331 (Order No. 18324, Oct. 21, 1987); and *In re* Territorial Dispute Between Peace River Elec. Coop. & City of Wauchula, 84 Fla. Pub. Serv. Comm'n Rep. 10:14 (Order No. 13726, Oct. 10, 1984).

30. *See* Utilities Comm'n v. Florida Pub. Serv. Comm'n, 469 So. 2d 731 (Fla. 1985); Gainesville-Alachua County Regional Elec., Water & Sewer Utils. Bd. v. Clay Elec. Coop., 340 So. 2d 1159 (Fla. 1976). In *Utilities Commission*, the Florida Supreme Court said: "The legal system favors the settlement of disputes by mutual agreement between the contending parties. This general rule applies with equal force in utility service agreements." 469 So. 2d at 732. *See also* Lee County Elec. Coop. v. Marks, 501 So. 2d 585 (Fla. 1987). The cooperative had alleged that one of its retail industrial customers had constructed a transmission line into the service

B. Legislative Milestones

The first specific statutory reference to territorial agreements between electric utilities was added to chapter 366 by the 1974 Legislature, as part of an act commonly known as the Grid Bill.³¹ The amendments were part of a package that granted the Commission jurisdiction over municipal utilities and rural electric cooperatives for certain specific purposes.³²

While the Commission's authority to review and approve territorial agreements involving investor-owned electric utilities was implicit in the plenary authority it enjoyed over those utilities, the Commission lacked such all-encompassing authority over rural electric cooperatives and municipal electric utilities.³³ In fact, before 1974, the Commission did not have jurisdiction over municipal utilities or rural electric cooperatives for any purpose. Thus, explicit legislation was necessary to establish that jurisdiction.³⁴

1. The Grid Bill

The Grid Bill was introduced by the Senate Committee on Governmental Operations; discussion at the committee meeting indicated that the bill resulted from a study of the energy problems of the State.³⁵ The study concluded that a coordinated energy grid, to include investor-owned utilities, municipally-owned utilities, and rural electric cooperatives, would use energy more efficiently and would help control the dramatic rise in the cost of electricity.³⁶ Thus, the Grid Bill gave the Commission expanded authority over all electric utilities regarding "the planning, development and maintenance of a coordinated electric power grid throughout Florida to assure an adequate and reliable source of energy for operational and emergency purposes

territory of another electric utility in violation of their territorial agreement. The court noted that it had "repeatedly approved the PSC's efforts to end the economic waste and inefficiency resulting from utilities 'racing to serve' . . . and we cannot find that the transparent device of constructing a line into another utility's service area may suffice to avoid the effect of a territorial agreement." *Id.* at 587.

31. Ch. 74-196, 1974 Fla. Laws 538 (codified at FLA. STAT. §§ 366.04(2), .05(7)-(8) (1989)).

32. *Id.*

33. See FLA. STAT. § 366.11 (1974).

34. The purpose of rural electric cooperatives is "supplying electric energy and promoting and extending the use thereof in rural areas." FLA. STAT. § 425.02 (1989). In fulfilling this purpose, rural electric cooperatives extend electric power service to sparsely populated areas that may lack sufficient revenue potential to attract investor-owned utilities to serve them.

35. Fla. S. Comm. on Govtl. Ops., tape recording of proceedings (May 20-21, 1974) (on file with comm.).

36. *Id.*

in Florida and the avoidance of further uneconomic duplication of generation, transmission, and distribution facilities."³⁷

Under the Grid Bill, the Commission's jurisdiction to ensure the adequacy of the grid and to prevent uneconomic duplication of facilities included the following authority: to require reports from all electric utilities;³⁸ to require installation or repair of necessary facilities, including generating plants and transmission facilities when necessary to remedy inadequacies in the grid;³⁹ and to review and approve territorial agreements and resolve disputes involving all types of utilities, not just investor-owned utilities.⁴⁰ The primary objective of the 1974 legislation was to give the Commission expanded authority over the planning, development, and coordination of electric facilities throughout the state.⁴¹ Extending Commission authority over municipal and rural cooperatives was a necessary prerequisite to achieving that objective.

The debate before the Senate Committee on Governmental Operations, and the parliamentary maneuvering on the floor of the House and Senate, indicate that significant controversy surrounded the proposed legislation. Gulf Power Company was opposed to the notion of a coordinated grid in Florida, because Gulf Power was already part of the Southern Company's energy grid.⁴² The municipal electric utilities resisted any extension of Commission authority over their operations, and attempts were made to exclude municipal utilities operating exclusively within municipal limits.⁴³

The bill did pass both houses, however, and it provided a powerful policy direction for the regulation of electric utilities in the State. The Grid Bill's primary purpose was to provide for the establishment and maintenance of a coordinated energy grid for the State; established utility service territories are an essential part of a coordinated energy grid. Thus, since its passage in 1974, the Grid Bill has become the focus of the Commission's regulatory authority over retail service territories of electric utilities in the State. Every Florida Supreme Court opinion that has considered electric and gas territorial matters since

37. FLA. STAT. § 366.04(3) (1974).

38. *Id.* § 366.05(7).

39. *Id.* § 366.05(8).

40. *Id.* § 366.04(2).

41. See FLA. STAT. §§ 366.04(2)(c), .05(7)-(8) (1989).

42. Fla. S. Comm. on Govtl. Ops., tape recording of proceedings (May 21, 1974) (on file with comm.).

43. Attempts were also made to exclude specific municipal utilities from the bill. See FLA. S. JOUR. 747 (Reg. Sess. 1974).

1974 has acknowledged the Commission's authority and responsibility under the Grid Bill to prevent uneconomic duplication of electric facilities by the orderly establishment of service territories.⁴⁴

2. *Legislation in the 1980s*

In the following decade, no further legislation on territorial matters was considered by either the House or the Senate. Then in 1984, a bill was introduced at the request of the Florida PSC that proposed regulatory action to prescribe territorial boundaries for all electric utilities on a statewide basis.⁴⁵

The Commission had initiated an investigation of electric service areas in 1981 because of its concern that Florida's burgeoning population growth had increased the conflict between utilities seeking to serve the same areas. The Commission recognized that the convergence of territories increased the potential for uneconomic duplication of facilities and the need to establish territorial agreements and to resolve territorial disputes.⁴⁶

The Commission's proposed legislation sought to encourage utilities to reach agreements setting territorial boundaries as the most efficient and economical means for establishing territories. The resolution of territorial disputes often involved substantial expenditures of both time and money. Also, absent a territorial agreement or Commission order allocating territory, utilities would rush to serve an area in order to establish a claim to the territory, resulting in rival utilities building duplicative facilities to serve the same customers.⁴⁷

The 1984 bill would have given the Commission explicit authority to modify territorial agreements that had been submitted for approval.⁴⁸

44. *Florida Pub. Serv. Comm'n v. Bryson*, 569 So. 2d 1253 (Fla. 1990); *Public Serv. Comm'n v. Fuller*, 551 So. 2d 1210 (Fla. 1989); *Lee County Elec. Coop. v. Marks*, 501 So. 2d 585 (Fla. 1987); *City Gas Co. v. Florida Pub. Serv. Comm'n*, 501 So. 2d 580 (Fla. 1987); *Gulf Power Co. v. Florida Pub. Serv. Comm'n*, 480 So. 2d 97 (Fla. 1985); *Utilities Comm'n v. Florida Pub. Serv. Comm'n*, 469 So. 2d 731 (Fla. 1985); *Gulf Coast Elec. Coop. v. Florida Pub. Serv. Comm'n*, 462 So. 2d 1092 (Fla. 1985); *Escambia River Elec. Coop. v. Florida Pub. Serv. Comm'n*, 421 So. 2d 1384 (Fla. 1982); *Gulf Power Co. v. Hawkins*, 375 So. 2d 854 (Fla. 1979); *Gainesville-Alachua County Regional Elec., Water & Sewer Utils. Bd. v. Clay Elec. Coop.*, 340 So. 2d 1159 (Fla. 1976).

45. Letter from Fla. Pub. Serv. Comm'n Chair Gerald L. Gunter to H. Lee Moffit, H.R. Speaker (Feb. 21, 1984) (on file at Fla. Dep't of State, Div. of Archives, Tallahassee, Fla.).

46. Fla. Pub. Serv. Comm'n, tape recordings of Internal Affairs conference (Sept. 20, 1983) (on file with Fla. Pub. Serv. Comm'n Dir. of Records and Reporting).

47. Fla. Pub. Serv. Comm'n, tape recordings of Internal Affairs conference (Sept. 20, 1983) (on file with Fla. Pub. Serv. Comm'n Dir. of Records and Reporting).

48. See Fla. SB 464 (1984).

The authority to modify agreements with the concurrence of the participating utilities was described as a means of simplifying legal proceedings involving approval of territorial agreements.⁴⁹ Rather than denying approval of an agreement because a particular aspect of the agreement was unsatisfactory, the Commission could modify the agreement with the concurrence of the utilities.⁵⁰ Under the bill's provisions, the Commission would have retained authority to disapprove the agreement outright if it did not approve of the agreement as a whole, or if the utilities did not concur.⁵¹ The bill would also have authorized the Commission to "prescribe territorial boundaries for any utility, which, by January 1, 1986, [had] not filed with the Commission territorial agreements reflecting its service territory."⁵²

The bill was referred to the Senate Committee on Economic, Community and Consumer Affairs and to the Committee on Commerce. No action was taken, and the measure died in committee.⁵³

The following year, the Public Service Commission again recommended legislation regarding territorial boundaries. The bill was filed in both the Senate and the House, and it was identical to the 1984 bill in all significant respects.⁵⁴ The House bill was referred to the Committee on Regulated Industries and Licensing, which proposed a committee substitute that substantially revised the Commission's version of the bill. This bill, Committee Substitute for House Bill 650 (1985), reiterated previous court declarations that "inefficient and uneconomic duplication of electric service facilities" was contrary to the public interest.⁵⁵ It also proposed more detailed provisions for setting utility boundaries. The bill would still have required utilities to file agreements by January 1, 1987, but the bill would also have required the Commission to adopt rules establishing the criteria it would use in prescribing territorial boundaries should the utilities fail to file agreements. The Commission's rules were to be submitted to the Legislature for review and approval. The bill went on to provide that if the rules were not approved by the Legislature, they would not become effective, and the statutory criteria, court decisions, and Commission orders then in effect would govern Commission prescription of terri-

49. *Id.*

50. *Id.*

51. *Id.*

52. *Id.*

53. FLA. LEGIS., HISTORY OF LEGISLATION, 1984 REGULAR SESSION, HISTORY OF SENATE BILLS at 160-61, SB 464.

54. The date for utilities to file territorial agreements was extended one year to January 1, 1987.

55. Fla. H.R. Comm. on Reg'd Indus. & Licensing, CS for HB 650 (1985).

torial boundaries. The Commission would have been given explicit authority to require the transfer of facilities and property from one electric supplier to another in connection with the allocation of service territories, and the legislation proposed a method for determining compensation for the sale or transfer of facilities.⁵⁶

Finally, the bill provided that any gain or loss from a sale or transfer "ordered or approved by the Commission, or resulting from a sale or transfer of electric facilities or property which has been or is otherwise compelled by force of law, shall inure to the stockholders of such electric public utility."⁵⁷ This provision drew opposition from the Commission and ultimately resulted in the demise of the proposed legislation. The Commission was concerned that utility property, the investment in which had been recovered in rates and which had appreciated in value, would be sold at a profit with no opportunity for that profit to benefit the ratepayers. Throughout the 1985 session, legislators, utility representatives, and the Commission unsuccessfully attempted to draft a compromise acceptable to all.⁵⁸ The House and Senate bills died in the Senate Committee on Commerce.⁵⁹

At several internal affairs meetings in the fall of 1985, the Commission again considered recommending legislation to establish territorial boundaries.⁶⁰ Representatives for investor-owned utilities, rural electric cooperatives, and municipal electric utilities participated in these discussions.⁶¹ A reassessment of its existing authority under the Grid Bill led the Commission to conclude that it had not yet used that authority to its fullest extent.⁶² The Commission concluded that the Legislature had already provided it with the necessary tools to take interdictory measures to prevent uneconomic duplication of facilities.⁶³ The Commission directed its staff to develop rules under its existing statutory authority to accomplish the same purposes it had previously advocated through proposed legislation: to encourage

56. *Id.*

57. *Id.*

58. Fla. Pub. Serv. Comm'n, tape recordings of Internal Affairs conference (Apr. 30 and May 7, 1985) (discussion of proposed legislation on territorial boundaries) (on file with Fla. Pub. Serv. Comm'n Dir. of Records & Reporting).

59. FLA. LEGIS., HISTORY OF LEGISLATION, 1985 REGULAR SESSION, HISTORY OF HOUSE BILLS at 94, HB 650.

60. Fla. Pub. Serv. Comm'n, minutes of Internal Affairs conference (Oct. 1, 1985, Oct. 7, 1985, and Nov. 12, 1985) (on file with Fla. Pub. Serv. Comm'n Dir. of Records & Reporting).

61. Fla. Pub. Serv. Comm'n, tape recording of Internal Affairs conference (discussion of proposed territorial legislation) (Nov. 12, 1985) (on file with Fla. Pub. Serv. Comm'n Dir. of Records & Reporting).

62. *Id.*

63. *Id.*

agreements and to otherwise establish boundaries in areas where there was a significant likelihood of duplication of facilities and of territorial disputes.⁶⁴

64. The Commission opened a rulemaking docket in April of 1987, *In re* Adoption of Rules 25-6.0439 through 6.0442, Territorial Agreements & Disputes, Docket No. 870372-EU. After several false starts, considerable controversy, and delay, territorial rules for electric utilities were adopted in March of 1990. These rules, codified at Florida Administrative Code rules 25-6.0439-.0442, provide:

25-6.0439 Territorial Agreements and Disputes for Electric Utilities - Definitions.

(1) For the purpose of Rules 25-6.0440, 25-6.0441, and 25-6.0442, the following terms shall have the following meaning:

(a) "Territorial agreement" means a written agreement between two or more electric utilities which identifies the geographical areas to be served by each electric utility party to the agreement, the terms and conditions pertaining to implementation of the agreement, and any other terms and conditions pertinent to the agreement;

(b) "Territorial dispute" means a disagreement as to which utility has the right and the obligation to serve a particular geographical area.

25-6.0440 Territorial Agreements for Electric Utilities.

(1) All territorial agreements between electric utilities shall be submitted to the Commission for approval. Each territorial agreement shall clearly identify the geographical area to be served by each utility. The submission shall include: (a) a map and a written description of the area, (b) the terms and conditions pertaining to implementation of the agreement, and any other terms and conditions pertaining to the agreement, (c) the number and class of customers to be transferred, (d) assurance that the affected customers have been contacted and the difference in rates explained, and (e) information with respect to the degree of acceptance by affected customers, i.e., the number in favor of and those opposed to the transfer. Upon approval of the agreement, any modification, changes, or corrections to this agreement must be approved by this Commission.

(2) Standards for Approval. In approving territorial agreements, the Commission may consider, but not be limited to consideration of:

(a) the reasonableness of the purchase price of any facilities being transferred;

(b) the reasonable likelihood that the agreement, in and of itself, will not cause a decrease in the reliability of electrical service to the existing or future ratepayers of any utility party to the agreement; and

(c) the reasonable likelihood that the agreement will eliminate existing or potential uneconomic duplication of facilities.

(3) The Commission may require additional relevant information from the parties of the agreement, if so warranted.

25-6.0411 Territorial Disputes for Electric Utilities.

(1) A territorial dispute proceeding may be initiated by a petition from an electric utility requesting the Commission to resolve the dispute. Additionally the Commission may, on its own motion, identify the existence of a dispute and order the affected parties to participate in a proceeding to resolve it. Each utility which is a party to a territorial dispute shall provide a map and a written description of the disputed area along with the conditions that caused the dispute. Each utility party shall also provide a description of the existing and planned load to be served in the area of dispute and a description of the type, additional cost, and reliability of electrical facilities and other utility services to be provided within the disputed area.

(2) In resolving territorial disputes, the Commission may consider, but not be limited to consideration of:

(a) the capability of each utility to provide reliable electric service within the disputed

The issue of territorial boundaries surfaced again in the 1989 Regular Session. In that session, the Legislature conducted a review of the Commission's electric and gas utility regulatory statute,⁶⁵ pursuant to the Regulatory Sunset Act.⁶⁶ The House Committee on Science, Industry and Technology prepared House Bill 1805, which contained the House's proposed revisions to chapter 366. The bill contained language for establishing approved retail electric service territories. The bill would have established the utilities' initial boundaries as either: (1) those established by a territorial agreement or Commission order in effect before July 1, 1990, or (2) those established by drawing a line "substantially equidistant between an electric utility's distribution line and the nearest existing distribution lines of any other electric utility."⁶⁷ The initial boundary lines could be protested within 120 days after the Commission issued a map delineating the boundary lines.⁶⁸ Additionally, after the initial establishment of lines, joint petitions by electric utilities to adjust the lines were also permitted, and the Commission could reassign a customer from one utility to another if the service from the original utility was inadequate.⁶⁹ Changes in municipal boundaries would not affect the right of a utility to serve custom-

area with its existing facilities and the extent to which additional facilities are needed;
(b) the nature of the disputed area including population and the type of utilities seeking to serve it, and degree of urbanization of the area and its proximity to other urban areas, and the present and reasonably foreseeable future requirements of the area for other utility services;

(c) the cost of each utility to provide distribution and subtransmission facilities to the disputed area presently and in the future; and

(d) customer preference if all other factors are substantially equal.

(3) The Commission may require additional relevant information from the parties of the dispute if so warranted.

25-6.0442 Customer Participation.

(1) Any customer located within the geographic area in question shall have an opportunity to present oral or written communications in commission proceedings to approve territorial agreements or resolve territorial disputes. If the commission proposes to consider such material, then all parties shall be given a reasonable opportunity to cross-examine or challenge or rebut it.

(2) Any substantially affected customer shall have the right to intervene in such proceedings.

(3) In any Commission proceeding to approve a territorial agreement or resolve a territorial dispute, the Commission shall give notice of the proceeding in the manner provided by Rule 25-22.0405, F.A.C.

Territorial rules for natural gas utilities were adopted on February 25, 1991. FLA. ADMIN. CODE ANN. r. 25-17.047-.0473 (1991).

65. FLA. STAT. §§ 366.01-.85 (1989 & Supp. 1990).

66. FLA. STAT. § 11.61 (1989).

67. Fla. HB 1805 (1989).

68. *Id.*

69. *Id.*

ers in its assigned territory.⁷⁰ In its deliberations, the House Committee on Science, Industry and Technology voted down an attempt to remove the language drawing territorial boundaries.⁷¹

The Senate Committee on Economic, Professional and Utility Regulation proposed a separate bill, Senate Bill 1224. The Committee staff's report addressed the question whether service territories for electric and gas utilities should be established.⁷² Among the issues covered by the staff report was the argument that statewide territorial boundaries would more adequately protect utilities from the threat of federal antitrust litigation over territorial agreements.⁷³ Although only two federal antitrust cases have arisen involving utility territorial agreements approved by the Florida Public Service Commission, both have occurred since 1986, and both raised questions concerning the antitrust status of territorial agreements between Florida utilities.⁷⁴

The staff's report also discussed the potential cost to ratepayers when two utilities compete for previously unallocated territory.⁷⁵ The report recommended that the statute be amended to allow the Commission to modify agreements and to specifically enunciate the Commission's authority to declare a dispute. Language to this effect was included in Senate Bill 1224.⁷⁶ The early versions of the Committee's bill contained language to make it clear that the Commission should continue to develop territorial boundaries for utilities through agreements and dispute resolution, rather than through certification of territories.⁷⁷ An amendment to incorporate language similar to that in House Bill 1805, proposing to establish territorial boundaries by line drawing, was offered on the floor of the Senate. It was defeated by the full Senate by a vote of twenty-two to eighteen.⁷⁸

The revised version of Chapter 366 ultimately enacted in 1989 did not provide for statewide establishment of territorial boundaries for electric and gas utilities.⁷⁹ Instead, the Commission's authority to resolve disputes on its own motion was specifically recognized, and the

⁷⁰ Fla. HB 1805 (1989).

⁷¹ Fla. H.R. Comm. on Science, Indus. & Tech'y, Committee Secretary's Record of Vote on Amendment No. 13 to PCB 89-01 (May 2, 1989) (on file with comm.).

⁷² STAFF OF FLA. S. COMM. ON ECONOMIC, PROFESSIONAL AND UTILITY REGULATION, A REVIEW OF CHAPTER 366, FLORIDA STATUTES, RELATING TO PUBLIC UTILITIES 34-38 (Apr. 1989) (on file with comm.) [hereinafter CHAPTER 366 REVIEW].

⁷³ *Id.*

⁷⁴ These two cases are discussed in detail in Part III, *infra*.

⁷⁵ CHAPTER 366 REVIEW, *supra* note 72, at 34-38.

⁷⁶ Fla. SB 1224 (1989).

⁷⁷ Fla. CS for SB 1224 (1989).

⁷⁸ FLA. S. JOUR. 629 (Reg. Sess. May 31, 1989).

⁷⁹ Ch. 89-292, 1989 Fla. Laws 1796-1812.

Commission's authority to approve agreements and resolve disputes for natural gas utilities was specifically set forth in a new subsection.⁸⁰

C. The 1991 Session: House Bill 1863

A draft bill addressing territorial boundaries for electric utilities first surfaced in the regulatory community several weeks before the 1991 Legislature convened, and this bill was introduced in the House on the first day of the Regular Session.⁸¹ The bill was referred to the Committee on Regulated Services and Technology and to the Committee on Appropriations. The Regulated Services and Technology Committee referred the bill to its subcommittee on Public Utilities, which heard a long and complex debate on the bill on March 13, 1991.⁸²

The proposed legislation provided for the division of all electric utility territories in the State into "certified approved retail service areas" by January 1, 1993.⁸³ The lines delineating the service territory of a particular utility would be established by Commission-approved territorial agreements and by Commission orders resolving territorial disputes. Where boundaries could not be set by agreement or by dispute resolution, the proposed bill directed the Commission to set the boundaries by "a line or lines approximately equidistant between an electric utility's existing distribution line and the nearest existing distribution lines of any other electric utility in every direction on the effective date of this act."⁸⁴

The bill also provided that any party aggrieved by the equidistant method could, within six months of passage of the Act, petition the Commission to set the boundaries in accordance with other criteria set out in the bill.⁸⁵ Specifically, those criteria were: the nature and proximity of existing distribution lines to the area in question and the types of load to be served in the area; the degree to which the distribution lines and facilities would provide reasonably sufficient, adequate, and efficient retail electric service; the elimination and prevention of uneconomic duplication of facilities; and the facilitation of a coordinated electric grid.⁸⁶

80. *Id.* at 1799 (codified at FLA. STAT. §§ 366.04(2)(e), .04(3)(1989)).

81. Fla. HB 1863 (1991). A similar bill, Senate Bill 1808, was introduced in the Senate, but the House measure was pursued as the vehicle for passage of territorial legislation.

82. Fla. H.R. Comm. on Reg'd Serv. & Tech'y, Subcomm. on Public Utilities, tape recordings of proceedings (Mar. 13, 1989) (on file with comm.).

83. Fla. HB 1863 (1991).

84. *Id.*

85. *Id.*

86. *Id.*

The proposed bill directed the Commission to encourage utilities to enter into territorial agreements before the 1993 deadline.⁸⁷ The proposal reiterated that service areas thus established would be exclusive, but that facilities of one utility could be extended through the territory of another if necessary to connect the utility's facilities or to serve any of the utility's customers. The bill would have given the Commission authority to modify territorial boundaries, either on its own motion, on petition of affected electric utilities, or on petition by the Public Counsel, if the modification promoted the purposes and objectives of chapter 366. In deciding to modify a territorial boundary, the Commission was to be guided by the same criteria listed above.

Perhaps most significant for the fate of the proposed legislation were two provisions that specifically concerned municipalities and local governments. The bill provided that annexation of a utility's service area into the corporate limits of a municipality would not affect the authority of that utility to provide service in its certified area.⁸⁸ The bill also eliminated the right of local governments to condemn the facilities of an electric utility in order to acquire the right to provide electric service within their governmental boundaries.⁸⁹

Florida Power & Light Company (FPL) was the only investor-owned utility that publicly supported the legislation.⁹⁰ In testimony presented to the Public Utilities subcommittee of the House Committee on Regulated Services and Technology, FPL supported the bill because it believed that growth in the electric utilities' service territories, spurred by the State's rapid population growth, had led to overlapping service territories and a demonstrable increase in the number of disputes brought to the Commission.⁹¹ Florida Power & Light argued that the time had come to certify service areas for electric utilities statewide.⁹² Statewide territorial boundaries would facilitate efficient planning for the construction and deployment of electric utility facilities.⁹³ Utilities would be certain of the territory they were obligated to

37. The bill would have permitted disputes to be filed after the 1993 deadline. The bill would have directed the Commission to resolve such disputes in accordance with the equidistant criterion or, upon petition, based on the criteria described above. *Id.*

38. Fla. HB 1863 (1991).

39. *Id.*

90. Fla. H.R. Comm. on Reg'd Indus. & Tech'y, Subcomm. on Public Utilities, tape recording of proceedings (Mar. 13, 1991) (on file with comm.). Gulf Power Company opposed the legislation, and Florida's two other major investor-owned electric utilities, Florida Power Corporation and Tampa Electric Company, did not take any public position on the bill.

91. *Id.*

92. *Id.*

93. *Id.*

serve and they would be free of the burden of planning to construct facilities to serve unallocated territory.⁹⁴

The rural electric cooperatives supported the bill for the same reasons. Their advocates also argued that permanent territorial boundaries would eliminate the need to litigate territorial disputes before the Commission—a costly and arduous activity. Costs incurred in territorial dispute litigation, the cooperatives argued, are most often borne by the utilities' ratepayers, without receipt of any significant benefit in return.⁹⁵

Gulf Power Company and the Florida Municipal Electric Association opposed the proposed legislation.⁹⁶ Gulf Power pointed out that drawing lines equidistant from current facilities did not necessarily result in the provision of electricity at the least possible cost, because generation facilities and other facilities needed to provide electric service were not considered in the determination of which utility should serve an area.⁹⁷ Depending on the type of growth and where that growth occurred, the utility chosen to serve the area might not be the least-cost provider in the future. Gulf Power explained that some distribution lines might not be able to serve the capacity demands of the new customers.⁹⁸ Moreover, these parties argued, the future growth of an area could occur closest to one utility's territory, but be allocated to another utility's territory.⁹⁹

Current Commission policies and procedures, Gulf Power argued, properly assure the allocation of territory to the utility that can provide it at the least cost.¹⁰⁰ Gulf stated that its present rates for electricity were substantially lower than the rural electric cooperatives that served nearby areas.¹⁰¹ By allocating territory to those cooperatives now, the Legislature was insuring higher rates for those customers in the future.¹⁰²

Gulf Power questioned whether the proposed legislation would eliminate territorial disputes, because even after the boundaries were

94. *Id.*

95. *Id.*

96. *Id.*

97. *Id.*

98. *Id.*

99. *Id.*

100. *Id.*

101. *Id.*

102. *Id.* Gulf also pointed out that cooperatives have virtually no regulatory body overseeing their operations to ensure that the costs they incur in providing service are reasonable.

drawn, the opportunity remained to contest those boundaries. Gulf argued that the number of territorial disputes had actually declined in recent years.¹⁰³ Gulf Power considered the legislation an exercise in futility, because the boundaries could always be changed according to least-cost criteria. If the boundaries could always be changed, there would be no improved certainty in utility planning.¹⁰⁴

Individual municipalities and the Florida Municipal Electric Association (FMEA) espoused reasoning similar to Gulf Power in their opposition to the bill. The FMEA argued that the present system worked well and that no additional legislation was needed.¹⁰⁵ Since 1974, only a small number of disputes before the Commission had involved municipal electric utilities. Most of their territorial boundaries had been established by agreements. The FMEA predicted that the equidistant criteria would be challenged as not being fair, just, and reasonable.¹⁰⁶ Also, lines would need to be modified with the passage of time, because growth patterns would make the boundaries unresponsive to the goal of providing electricity at the least possible cost.¹⁰⁷

The municipal utilities also pointed out that the Commission presently has the authority both to identify and to resolve disputes over which utilities are obligated to serve a particular area.¹⁰⁸ The Commission can establish boundaries in areas where the potential for uneconomic duplication of facilities is significant—it does not have to wait for the utilities to petition for dispute resolution.¹⁰⁹

The municipalities' primary criticism of the bill was that it would reduce:

the authority of municipalities to raise revenues . . . from: (1) the establishment, operation, and expansion of municipal electric utility systems; and (2) fees charged to other utilities for the privilege of providing electric service within municipal corporate limits.¹¹⁰

The municipal governments argued that territorial boundaries set pursuant to the bill would preclude municipal utilities from adding to

103. *Id.*

104. *Id.*

105. *Id.*

106. *Id.*

107. *Id.*

108. *Id.*

109. *Id.*

110. Memorandum of Law from Messer, Vickers, Caparello, Madsen & Lewis to Fla. Mun. Elec. Ass'n (Apr. 1, 1991) (on file at Fla. Dep't of State, Div. of Archives, Tallahassee, Fla.).

their service territories through annexation and condemnation and would take away their authority to grant franchises to other utilities.¹¹¹ Some existing territorial agreements between municipal electric utilities and other utilities provide that service territories can be modified to include newly-annexed territory in the municipality's territory. Additionally, where agreements do not provide for such modifications, municipalities can nonetheless acquire private utility property and provide service within their municipal boundaries through the exercise of their eminent domain powers.¹¹² The authority to condemn such property is based on the principle that the provision of electric service within a municipality is a governmental function that the local government may perform itself or may grant a franchise to a private company to perform.¹¹³

The bill proposed to prohibit municipalities from exercising their powers of eminent domain to acquire private electric power facilities.¹¹⁴ The exclusive right to serve an area would have been established through the procedures set out in the bill and would have been unaffected by later municipal annexations.¹¹⁵

The municipalities predicted that the bill would have a significant detrimental revenue impact on them. The powers of municipalities to provide electric service and the impact of the bill on those powers were discussed at length in a memorandum prepared for the FMEA.¹¹⁶ In it, the FMEA argued that the territorial legislation required a two-thirds vote of both the House and the Senate pursuant to the new 1990 amendment to the Florida Constitution, article VII, section 18,¹¹⁷ because the legislation would reduce the authority of municipalities to raise revenues.¹¹⁸

In contrast, a memorandum prepared for Florida Power and Light concluded that the bill was not subject to the two-thirds majority requirement.¹¹⁹ Both of these memoranda, and a follow-up memoran-

111. Memorandum of Law from Messer, Vickers, Caparello, Madsen & Lewis to Fla. Mun. Elec. Ass'n (Mar. 20, 1991) (on file at Fla. Dep't. of State, Div. of Archives, Tallahassee, Fla.) [hereinafter March 20 Memorandum].

112. *Id.* at 7; *see also* FLA. STAT. § 73.0715 (1989), which provides the procedure for valuing electric utility property taken by eminent domain.

113. March 20 Memorandum, *supra* note 111, at 7; *see* *Saunders v. City of Jacksonville*, 25 So. 2d 648 (Fla. 1946) (cited in March 20 Memorandum).

114. Fla. HB 1863 (1991).

115. *Id.*

116. March 20 Memorandum, *supra* note 111.

117. Fla. CS for CS for CS for CS for HJR 139-40, (1989) (approved by voters Nov. 6, 1990).

118. March 20 Memorandum, *supra* note 111.

119. Memorandum of Law from Steel Hector & Davis to Tracy Danese, Fla. Power & Light Co. (Mar. 14, 1991) (on file at Fla. Dep't of State, Div. of Archives, Tallahassee, Fla.).

dum prepared for FMEA, were widely circulated among legislators and lobbyists during the legislative session. The revenue issue is only one indication of the level of controversy surrounding the bill.

When the constitutional issue was raised on the floor of the House, the bill was immediately referred to the Committee on Finance and Taxation and there amended to negate any adverse impact on local revenues. First, the amendments recognized the authority of municipalities to continue serving the areas they currently served. Second, the amendments specifically authorized municipalities to charge franchise fees of up to six percent of revenues received from the sale of electricity within the municipal limits, or the amount of the fee currently charged, whichever was greater.¹²⁰

A review of the discussion at the Finance and Taxation Committee meeting and the subsequent floor debate on the bill indicates that this issue was not resolved to the satisfaction of many House members. Legislators questioned whether the amendments did, in fact, negate the adverse revenue impact on local governments, and they were unconvinced that the constitutional issues with respect to article VII, section 18, could be resolved without a court challenge.¹²¹ The debate intertwined several fundamental issues of government,¹²² which will undoubtedly continue to plague any future proposed territorial boundary legislation.

Committee Substitute for Committee Substitute for House Bill 1863 passed the House by a vote of 57 to 54.¹²³ However, the bill died in the Senate Commerce Committee. The Senate Commerce Committee did consider the Senate companion to HB 1863, Senate Bill 1808. The Commerce Committee heard an abbreviated version of the debate on the bill that took place in the House. The Committee passed a Committee Substitute for SB 1808 that was substantially similar to Committee Substitute for Committee Substitute for 1863.¹²⁴ That bill, however, died in the Senate Committee on Community Affairs,¹²⁵ and with it died the proponents' hope for legislation during the 1991 session setting territorial boundaries for electric utilities.

120. Fla. CS for CS for HB 1863 (1991).

121. Fla. H.R. Comm. on Fin. & Tax'n, tape recording of proceedings (Mar. 22, 1991) (on file with comm.); Fla. H.R., tape recording of debate on House floor (Mar. 26 & 28, 1991) (on file with Clerk).

122. Fla. H.R. Comm. on Fin. & Tax'n, tape recording of proceedings (Mar. 22, 1991) (on file with comm.); Fla. H.R., tape recording of debate on House floor (Mar. 26 & 28, 1991) (on file with Clerk).

123. FLA. LEGIS., HISTORY OF LEGISLATION, 1991 REGULAR SESSION, HISTORY OF HOUSE BILLS at 315, HB 1863.

124. *Id.* HISTORY OF SENATE BILLS at 156, SB 1808.

125. *Id.*

III. RECENT FEDERAL ANTITRUST CHALLENGES TO FLORIDA UTILITY TERRITORIAL AGREEMENTS

In contrast to the legislative debates described above, the federal antitrust status of Florida utility territorial agreements recently has come closer to resolution. This section discusses two federal cases involving the antitrust status of territorial agreements: *Consolidated Gas Co. v. City Gas Co.*¹²⁶ and *Union Carbide v. Florida Power & Light Co.*¹²⁷

A. Consolidated Gas Co. v. City Gas Co.

In the 1965 antitrust case between City Gas and Peoples Gas, City Gas's counterclaim against Peoples Gas alleged that the territorial agreement between the two was void and unenforceable under state and federal antitrust laws.¹²⁸ Because federal courts have exclusive jurisdiction over federal antitrust claims, the Florida Supreme Court addressed only the issue whether the territorial agreement violated state antitrust law; the court found that it did not.¹²⁹

In 1987, some twenty-two years later, a nonparticipant in the agreement, Consolidated Gas Company of Florida, again raised the unresolved issue of the federal antitrust status of the territorial agreement between City Gas and Peoples Gas.¹³⁰

Consolidated Gas was a small distributor of liquified petroleum gas (LP) that had decided to sell natural gas because the high price of LP relative to natural gas made LP an uncompetitive energy source.¹³¹ Consolidated Gas alleged that, in the course of its attempt to enter the market and compete as a distributor of natural gas, it had been the victim of numerous anticompetitive offenses perpetrated by City Gas, the large, established distributor of natural gas in the area surrounding Consolidated's small enclave of LP distribution activities.¹³² The gravamen of Consolidated's federal antitrust claim was that City Gas's anticompetitive practices violated the Sherman Act's prohibition against monopolization.¹³³

126. 665 F. Supp. 1493 (S.D. Fla. 1987), *aff'd*, 880 F.2d 297 (11th Cir. 1989), *aff'd en banc*, 912 F.2d 1262 (11th Cir. 1990), *vacated*, 111 S. Ct. 1300 (1991).

127. No. 88-1622-CIV-T-13C (M.D. Fla. filed Oct. 14, 1988).

128. *City Gas Co. v. Peoples Gas Sys.*, 182 So. 2d 429, 431 (Fla. 1965).

129. *Id.* at 431-32.

130. 665 F. Supp. 1493 (S.D. Fla. 1987), *aff'd*, 880 F.2d 297 (11th Cir. 1989), *aff'd en banc*, 912 F.2d 1262 (11th Cir. 1990), *vacated*, 111 S. Ct. 1300 (1991).

131. *Consolidated Gas Co. v. City Gas Co.*, 880 F.2d 297, 299 (11th Cir. 1989).

132. 880 F.2d at 304; 665 F. Supp. at 1501-02.

133. 15 U.S.C. § 2 (1988).

The Eleventh Circuit summarized six acts that the district court had determined to be an abuse of City Gas's monopoly power.¹³⁴ Five of these allegations shared a common allegation of action taken by City Gas against Consolidated. That much cannot be said for the first of the acts found by the district court to be an abuse by City Gas: "agreeing in 1960 with Peoples Gas not to compete . . . in their respective territories in the sale of natural gas."¹³⁵

Thus, the 1960 City Gas-Peoples Gas territorial agreement became a tag-along to City Gas's other activities complained of by Consolidated Gas, even though the agreement did not even concern Consolidated Gas. Arguably, this issue was both irrelevant to Consolidated's substantive antitrust complaints and incorrectly decided by the district court.

As discussed below, the state action doctrine enunciated in *Parker v. Brown*¹³⁶ should have provided the means to affirm the federal antitrust immunity of the Commission-approved territorial agreement between Peoples Gas and City Gas, yet the district court—and the initial opinion of the Eleventh Circuit—rejected that conclusion. On rehearing by the Eleventh Circuit, however, the ten *en banc* judges were evenly split on the issue of the antitrust status of this territorial agreement—even though City Gas's antitrust liability on the other five monopolization issues was affirmed by a vote of seven to three.¹³⁷ Because the case was ultimately settled and the opinion vacated by the United States Supreme Court and remanded for dismissal, the Florida Supreme Court's approval of the territorial agreement in *City Gas Co. v. Peoples Gas System* remains undisturbed.¹³⁸ However, the analyses of the district court and the Eleventh Circuit are still reported, if no longer precedential; they therefore deserve comment.

134. *Consolidated Gas*, 880 F.2d at 304. Although acts two through six did not involve territorial agreements, they are listed here to give an overview of the antitrust issues in this litigation. The district court found that City Gas abused its power:

2. By refusing to sell or transport natural gas to Consolidated at a reasonable price.
3. By attempting to purchase Consolidated and eliminate it as a potential competitor.
4. By acquiring two other small competitors.
5. By intervening in and opposing Consolidated's FERC [Federal Energy Regulatory Commission] allocation proceedings seeking permission to sell natural gas.
6. By not charging Consolidated's customers the usual "contribution in aid of construction" to extend service to them in an effort to lure Consolidated's customers away.

135. *Id.*

136. 317 U.S. 341 (1943).

137. 912 F.2d 1262, 1262-1338 (opinions of Johnson & Kravitch, JJ., dissenting; Tjoflat, C.J., dissenting; Anderson, J., dissenting in part; Edmondson, J., dissenting in part).

138. See *United States v. Munsingwear, Inc.*, 340 U.S. 36 (1950).

In *Parker v. Brown*, the United States Supreme Court held that federal antitrust laws were not intended to reach state-regulated anticompetitive activities.¹³⁹ That holding came to be known as the state action doctrine. In *California Retail Liquor Dealers Association v. Midcal Aluminum, Inc.*, the Court established a two-pronged test for private party anticompetitive conduct to warrant state action immunity from antitrust liability: (1) the conduct had to be performed pursuant to a clearly articulated policy of the state to displace competition with regulation, and (2) the conduct had to be closely supervised by the state.¹⁴⁰

As to the first prong of the *Midcal* test, *Southern Motor Carriers Rate Conference, Inc. v. United States* in turn established that:

[a] private party acting pursuant to an anticompetitive regulatory program need not "point to a specific, detailed legislative authorization" for its challenged conduct. As long as the State as sovereign clearly intends to displace competition in a particular field with a regulatory structure, the first prong of the *Midcal* test is satisfied.¹⁴¹

Applying the foregoing authority, the territorial agreement between City Gas and Peoples Gas met the first prong of the *Midcal* test for state action immunity. Section 366.04(1), Florida Statutes, gave the Commission jurisdiction to "regulate and supervise each public utility with respect to its rates and service." The Commission, in its order approving the territorial agreement, explicitly relied on this clearly articulated policy of the Legislature to displace competition with regulation:

It is our opinion that territorial agreements which will minimize, and perhaps even eliminate unnecessary and uneconomical duplication of plant and facilities which always accompany expansions into areas already served by competing utilities are definitely in the public interest and should be encouraged and approved by an agency such as this, which is charged with the duty of regulating public utilities in the public interest.¹⁴²

139. 317 U.S. at 350-52. In discussing the question of the Sherman Act's applicability to California's agricultural marketing program, which regulated the handling, disposition, and prices of raisins, the Court stated: "There is no suggestion of a purpose to restrain state action in the [Sherman] Act's legislative history." *Id.* at 351.

140. 445 U.S. 97, 105 (1980).

141. *Southern Motor Carriers Rate Conference, Inc. v. United States*, 471 U.S. 48, 64 (1985) (quoting *City of Lafayette v. Louisiana Power & Light Co.*, 435 U.S. 389, 415 (1978)).

142. *In re Territorial Agreement Between Peoples Gas Sys. and City Gas Co.*, Docket No. 6231-GU, Order No. 3051, at 1 (Fla. Pub. Serv. Comm'n Nov. 9, 1960).

As discussed earlier, the Florida Supreme Court addressed the question of whether the Commission's approval of the City Gas-Peoples Gas territorial agreement was authorized by the Legislature's grant of regulatory authority. The Court answered in the affirmative, based on an extensive and detailed statutory construction of chapter 366: "[W]e also conclude that the commission has adequate implied authority under Ch. 366 to validate such agreements as the one before us."¹⁴³

That should have been found by the lower federal courts to satisfy the first prong of the *Midcal* test. As stated in *Cotton States Mutual Insurance Co. v. Anderson*, "'state courts have the right to construe their own statutes,' and federal courts are bound by that state interpretation."¹⁴⁴

As to the second prong of the *Midcal* test, the Eleventh Circuit noted: "Active supervision requires that state officials have and exercise power to review particular anticompetitive acts of private parties and disapprove those that fail to accord with state policy."¹⁴⁵ In its order reviewing and approving the City Gas-Peoples Gas territorial agreement, the Public Service Commission stated that the agreement "can have no validity without the approval of this Commission."¹⁴⁶

Obviously, the active supervision test of *Midcal* was met. The Commission reviewed the territorial agreement and disapproved as invalid *ab initio* any such agreements not receiving Commission approval.¹⁴⁷ As recently stated by the United States Court of Appeals for the First Circuit in *New England Motor Rate Bureau, Inc. v. Federal Trade Commission*:

Where as here the state's program is in place, is staffed and funded, grants to state officials ample power and the duty to regulate pursuant to declared standards of state policy, is enforceable in the state's courts, and demonstrates some basic level of activity directed towards seeing that the private actors carry out the state's policy and not simply their own policy, more need not be established [as to the active supervision prong of *Midcal*]. Otherwise, the state action doctrine would be turned on its head. Instead of being a doctrine of preemption, allowing room for the state's own action, it would

143. *City Gas Co. v. Peoples Gas Sys.*, 182 So. 2d 429, 436 (Fla. 1965).

144. 749 F.2d 663, 667 (11th Cir. 1984) (quoting *Bank of Heflin v. Miles*, 621 F.2d 108, 113 (5th Cir. 1980) (emphasis added)).

145. *Consolidated Gas Co. v. City Gas Co.*, 880 F.2d 297, 303 (11th Cir. 1989).

146. *In re Territorial Agreement Between Peoples Gas Sys. and City Gas Co.*, Docket No. 6231-GU, Order No. 3051, at 1 (Fla. Pub. Serv. Comm'n Nov. 9, 1960).

147. *Id.*

become a means for federal oversight of state officials and their programs.¹⁴⁸

The now-vacated Eleventh Circuit opinion obviously conflicts with the First Circuit analysis. Florida's regulatory program providing for Commission-approved utility territorial agreements has been closely supervised—as well as clearly articulated—for thirty years.¹⁴⁹ For *Midcal* purposes, the relevant questions were whether, as a matter of law, the state policy to replace competition with regulation was clearly articulated, and whether activity engaged in pursuant to that policy was closely supervised. As a matter of law, the relevant Florida Supreme Court holdings and Public Service Commission orders answered those questions in the affirmative. Had the case not settled, the United States Supreme Court would have had the opportunity to correct the errors of the lower federal courts on these issues. Indeed, Judges Johnson and Kravitch had already dissented on that very point:

The [Eleventh Circuit] concludes that the Florida Supreme Court should not have the last word on the proper interpretation of chapter 366 and endorses the district court's critique of the Florida Supreme Court's analysis of the Florida statute. . . . Because *the Florida Supreme Court is the final authority on the meaning of chapter 366*, we should not endorse such a critique.¹⁵⁰

The Supreme Court's order vacating the Eleventh Circuit's opinion has nullified *Consolidated Gas* as precedent. Thus, the state action antitrust immunity of the Peoples Gas-City Gas territorial agreement remains undisturbed.

B. Union Carbide v. Florida Power & Light Co.

Only one antitrust case involving a Florida utility territorial agreement has been filed since *Consolidated Gas*: *Union Carbide v. Florida Power & Light Co.*¹⁵¹ Union Carbide claimed that it was damaged because FPL's charges for electricity to Union Carbide's plant at Mims, Florida, were higher than the rates that Florida Power Corporation (FPC) would charge were FPC not precluded by a Commission-ap-

148. 908 F.2d 1064, 1071 (1st Cir. 1990).

149. *In re Territorial Agreement Between Peoples Gas Sys. and City Gas Co.*, Docket No. 6231-GU, Order No. 3051 (Fla. Pub. Serv. Comm'n Nov. 9, 1960); *City Gas Co. v. Peoples Gas Sys.*, 182 So. 2d 429 (Fla. 1965).

150. *Consolidated Gas*, 912 F.2d 1262, 1265 (11th Cir. 1990) (Johnson and Kravitch, JJ., dissenting) (emphasis added).

151. No. 88-1622-CIV-T-13C (M.D. Fla. filed Oct. 14, 1988).

proved territorial agreement with FPL from supplying electricity to the Mims plant. Because *Union Carbide* is ongoing, no extensive comment on it is in order, except to note that the Supreme Court's order vacating the *Consolidated Gas* decision¹⁵² has nullified that opinion as authority for the proposition that the territorial agreement between FPL and FPC lacks antitrust immunity under the state action doctrine.¹⁵³

Interested observers should well note that the *Consolidated Gas* scenario is capable of repetition each time a nonregulated distributor of LP or propane decides to enter the regulated natural gas market. Potential participants in similar "range wars," "racing to serve" activities, and other accoutrements to territorial disputes should carefully note the Commission's policy that such disputes be anticipated and resolved through "some reasonable territorial agreement."¹⁵⁴ Racing to serve is not condoned.¹⁵⁵ The Florida Supreme Court has condemned range wars between utilities and has "repeatedly approved the PSC's efforts to end the economic waste and inefficiency resulting from utilities racing to serve."¹⁵⁶

Antitrust cases are fact-intensive.¹⁵⁷ Therefore, it is difficult to predict what effect—if any—legislation like the utility territorial boundary bills discussed above might have on future antitrust litigation. The impetus behind that legislation, as well as the history of such legislation as set out in this Article, appears to reflect concerns other than avoiding antitrust litigation. That territorial legislation should be driven by concerns other than potential antitrust ramifications makes sense, particularly because only two Commission-approved territorial agreements have been the subject of antitrust challenges in Florida during the last three decades.

IV. CONCLUSION

To this point in its development, Florida's preferred method of allocating electric and gas utility territories has responded effectively to

152. 111 S. Ct. 1300 (1991).

153. *Id.*

154. *In re* Application of Fla. Power Corp. for Approval of Territorial Agreement with City of Ocala. Docket No. 7061-EU, Order No. 3799, at 3 (Fla. Pub. Serv. Comm'n Apr. 28, 1965).

155. *In re* Petition of Gulf Power Co. Involving a Territorial Dispute with Gulf Coast Elec. Coop., 84 Fla. Pub. Serv. Comm'n Rep. 146 (Order No. 12858, Jan. 10, 1984).

156. See *Lee County Elec. Coop. v. Marks*, 501 So. 2d 585, 587 (Fla. 1987) (citing *Gulf Power Co. v. Public Serv. Comm'n*, 480 So. 2d 97 (Fla. 1985); *Gulf Coast Elec. Coop. v. Florida Pub. Serv. Comm'n*, 462 So. 2d 1092 (Fla. 1985)).

157. In *Consolidated Gas Co. v. City Gas Co.*, for example, the district court's findings of fact require thirteen pages. 665 F. Supp. 1493, 1502-15 (S.D. Fla. 1987). In contrast, the applicable substantive law, section 2 of the Sherman Act, is a mere one-sentence prohibition against monopolization, attempts to monopolize, or combinations or conspiracies to monopolize.

the pressures of rapid and unpredictable growth by combining sensitivity to market forces with appropriate regulatory oversight. The current methods of assigning electric utility service areas have recognized the benefits of market-based efficiencies in energy production in responding to the actual growth and development patterns of Florida's unique evolution. Those efficiencies might have been lost through a more heavy-handed command and control approach.

The Public Service Commission's involvement in each agreement and each dispute has ensured that the utilities' response to Florida's expanding energy requirements reflects the fundamental public interest in safe, efficient, nondiscriminatory utility service at the least possible cost. The Florida Supreme Court has long validated this approach, and although a federal antitrust challenge to its underlying assumptions recently loomed, that challenge has substantially receded.

While growth has driven the State's regulatory response to the development of electric utilities' service territories in the past, the near-passage of the 1991 territorial boundary legislation indicates that the effects of growth will drive the State's response in the future. There appears to be a concern that the State's present method of allocating utility territory by agreements and dispute resolutions no longer promotes the public interest. The needs of a mature, highly developed state may, it is argued, require other means of allocating or assigning service territories. The question, of course, is what these other means and mechanisms would be, and the failure of the 1991 legislation shows that there is as yet no clear consensus on the answer to that question.

The utilities' positions supporting or opposing the 1991 bill were likely determined by their perception of whether they would gain, preserve, or lose territory—and thus revenues—when the Public Service Commission set territorial boundaries statewide. Rural electric cooperatives, experiencing the encroachment of urbanization on their territory, sought to draw the lines to protect against further intrusion. Utilities operating primarily in highly developed areas of the State also perceived a benefit from a permanent delineation of municipal service territories. Municipalities, on the other hand, did not perceive that they would benefit from territorial boundary legislation that would prevent expansion of their utility systems and partly preempt their right of eminent domain in the process. Utilities still operating in predominantly rural and undeveloped areas of the State opposed the bill as an unnecessary encumbrance on their ability to expand. All of the utilities represented their respective proposed solutions as being most in the public interest.

The ongoing legislative debate may well be about the degree to which perceptions accord with reality. Although Florida's current system of allocating utility service territories may be perceived initially as less than optimally certain, in practice it has worked well and has survived many challenges. Conversely, although the imposition of statewide line drawing may be perceived initially as conferring absolute certainty, provision for a reconsideration process for any lines that are drawn might well vitiate that certainty. In fact, the reconsideration provisions of the 1991 proposed legislation clearly recognized the continuing need for flexibility in the process of allocating utility service territories.

While the system Florida presently uses to allocate utility territory is dynamic and thus somewhat stressful, the system is not broken. The flexibility inherent in a dynamic system, rather than the stability inherent in a static system, may well be needed to effectively resolve the territorial issues of the future, just as it has been needed in the past. The present system provides continuity, without imposing any single, rigid model statewide. Paradoxically, the most innovative system among the alternatives currently being debated may be the one already in place.

TERRITORIAL POLICY STATEMENT

THIS POLICY STATEMENT is adopted by the Florida Public Service Commission, hereinafter referred to as the "Commission," this _____ day of _____, 19____ in order to govern the relationship between Gulf Power Company, a Maine corporation qualified to do business in Florida, hereinafter referred to as "Gulf Power"; and Gulf Coast Electric Cooperative, Inc., a Florida corporation, hereinafter referred to as "Gulf Coast". Gulf Power and Gulf Coast shall collectively be referred to herein as "the Parties".

WITNESSETH:

WHEREAS, Gulf Power is an electric utility subject to regulation as a public utility by the Florida Public Service Commission pursuant to the provisions of Chapter 366 of the Florida Statutes; and

WHEREAS, Gulf Coast is a rural electric cooperative organized under Chapter 425 of the Florida Statutes and is an electric utility pursuant to Chapter 366 of the Florida Statutes; and

WHEREAS, the Parties each own and operate electric facilities in Northwest Florida; and

WHEREAS, the Commission desires to avoid further unnecessary and uneconomic duplication of electric facilities by the parties; and

WHEREAS, the Commission desires to avoid future disputes regarding the territorial right to serve particular premises or contiguous groups of premises; and

WHEREAS, the Commission has authority pursuant to Chapter 366 of the Florida Statutes to resolve territorial disputes between electric utilities as part of the Commission's jurisdiction to assure the avoidance of further uneconomic duplication of generation, transmission and distribution facilities;

NOW THEREFORE, the Commission orders and directs the parties to comply with the following provisions:

(1) Neither of the Parties shall uneconomically duplicate the other's electric facilities.

(2) The Parties shall construct or extend distribution lines only when immediately necessary to serve a new premises or a contiguous group of premises pursuant to a bona fide and documented request for such service from a customer or developer, and shall not construct or extend distribution lines to serve future, speculative growth in the absence of a bona fide and documented request for such construction or extension by a customer or developer. Nothing in

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30 this paragraph shall prevent a party from constructing facilities necessary in order to transmit
31 electrical energy between unconnected points on a party's lines when such is necessary for
32 reliability purposes. When such "point to point" facilities are constructed, no existing customers
33 served by the existing facilities of the other party nor any prospective customers immediately
34 adjacent to the existing facilities of the other party may be served by the "point to point" facilities.

35 (3) Except where otherwise provided in this policy statement, neither of the Parties shall
36 construct or maintain electric distribution lines for the provision of retail electric service to any
37 premises then currently being provided retail electric service by the other party.

38 (4) Except as specified in paragraph five (5) of this policy statement, a new premises or
39 contiguous group of premises located within one thousand feet (1,000') of an existing electric
40 distribution line belonging to only one of the Parties, which electric distribution line and
41 associated electrical facilities are adequate and capable of providing the retail electric service
42 required by the new premises or contiguous group of premises, shall be served by the party that
43 has such existing electric distribution line and associated electrical facilities. Under such
44 circumstances, said party shall be the electric supplier for such particular new premises or
45 contiguous group of premises and shall have an obligation to provide retail electric service
46 thereto. Except as specified in paragraph five (5) of this policy statement, the other party shall
47 not render retail electric service to such premises.

48 (5) Notwithstanding paragraphs three (3) and four (4), where a new premises or
49 contiguous group of premises require a combined electric load equal to or greater than 300 KVA,
50 under normal operations and within a five (5) year growth period from the date of initial service, a
51 written request to either Party by the owner or developer of certain new premises or contiguous
52 group of premises shall determine which Party shall be the retail electric supplier responsible for
53 providing electric service to such new premises or contiguous group of premises. The Party
54 requested by the owner or developer to provide retail electric service to the new premises or
55 contiguous group of premises may construct, operate and maintain facilities for the provision of
56 such electric service when the premises or contiguous group of premises are not, at the time the
57 request is made, being served by the other party, or if being served by the other party, are not
58 being served by electrical facilities and capabilities in place and belonging to the other party that
59 are adequate for the service and capacity being requested by the owner or developer.

60 (6) Except as specified in paragraphs one (1), three (3) and four (4) of this policy
61 statement, customer preference shall determine which party shall provide the initial retail electric
62 service to a premises. Nothing herein shall be construed to allow a party to commence electric
63 service to a customer who at the time such service is to commence is already receiving adequate
64 central station electric service from the other party.

DOCKET 930885-EU, Exhibit GEH-3

(7) When a party receives a request for electric service that is governed by paragraph five (5) of this policy statement and the new premises or contiguous group of premises is not located within one thousand feet (1000') of facilities belonging to the party receiving the request for service but is located within one thousand feet (1000') of the other party's facilities, the party receiving such a request for service shall give to the other party notice in writing within five (5) working days of receipt of said request for electric service. Such notice must set forth the type of electric service requested, the date service is requested to commence, as well as the location of the new premises or contiguous group of premises.

(8) The notice required by paragraph seven (7) to this policy statement begins a suspension period in which the following procedures shall control:

(a) No new construction or extension of electrical facilities to provide permanent retail electric service to the new premises or contiguous group of premises is to commence during the suspension period.

(b) The party receiving notice pursuant to paragraph seven (7) of this policy statement may request a meeting regarding the proposed electric service in which case such meeting shall be held within ten days of receipt of such notice. Any request for a meeting pursuant to this paragraph shall be submitted to the other party in writing. Failure of the party receiving notice pursuant to paragraph seven (7) to request such a meeting within five (5) working days of receiving the notice shall constitute a waiver of all rights to serve the new premises or contiguous group of premises by that party, and the suspension period shall thereupon be terminated.

(c) At the meeting provided for in paragraph (8)(b) or within ten (10) days thereafter, the Parties shall make a good faith attempt to resolve any dispute regarding which party shall provide electric service to the new premises or contiguous group of premises. Unresolved disputes shall be submitted to mediation before the Commission Staff and, if necessary, expedited hearing before the Commission. The issue to be resolved shall be limited to whether the right to serve the new premises or contiguous group of premises is governed by paragraphs one (1), three (3) or four (4) of this policy statement or is governed by customer preference as provided in paragraphs five (5) and six (6) of this policy statement. In the event mediation of the dispute has failed and as a result a contested dispute is presented to the Commission for its resolution, the losing party shall pay the prevailing party's costs of litigation including reasonable attorney's fees.

DOCKET 930885-EU, Exhibit GEH-3

96 (9) This policy statement shall be effective for an initial period of fifteen years from the
97 date this policy statement is issued by the Commission and shall continue thereafter from year to
98 year unless terminated by the Commission with twelve (12) months prior written notice to the
99 parties. Notwithstanding the foregoing, if "retail access" or "retail wheeling" is adopted as a
100 matter of public policy at either the federal or state level, then the Commission may terminate this
101 policy statement upon three (3) months prior written notice to the parties. Either party may
102 request that the Commission terminate this policy statement upon good cause having been shown.

 DONE AND ORDERED by the Florida Public Service Commission this ____ day
of _____, 19____.

Policy Statement

1 In the event one utility plans to serve a customer which could obtain service from another
2 utility having existing distribution lines in place closer to the customer's location, the utility
3 planning to serve will notify the utility with distribution lines closest to the customer's location
4 prior to commencing service. Following such notification, if there is disagreement between the
5 utilities as to which utility should serve the customer, the utilities shall notify Staff of the situation.
6 Staff will attempt to mediate the dispute between the utilities. If mediation fails to resolve the
7 dispute via an agreement between the affected utilities, the utility ^{who is} ~~with~~ selected by the customer
8 shall be entitled to serve the customer until the dispute is resolved by the Commission. The
9 Commission shall resolve the dispute by determining which utility is able to serve the customer at
10 the lowest net cost to the utility. In determining which utility is able to serve the customer at the
11 lowest net cost to the utility, customer contributions in aid of construction to extend service will
12 be taken into account as reductions to the utility's gross cost to serve. Notwithstanding the
13 foregoing, the customer's choice of utility shall be honored so long as the net cost to that utility of
14 extending service to that customer does not exceed the other affected utility's net cost of
15 extending service to that customer by an amount greater than \$15,000. In the event mediation of
16 the dispute has failed and as a result a contested dispute is presented to the Commission for its
17 resolution, the losing utility shall pay the prevailing utility's costs of litigation including reasonable
18 attorney's fees. For purposes of this policy, existing distribution lines shall be construed to mean
19 installed conductor of sufficient type and capacity to satisfy the service requirements of the
20 requesting customer without the necessity of any upgrades.

cc
man

Supreme Court of Florida

No. 85,464

GULF COAST ELECTRIC COOPERATIVE, INC.,
Appellant/Cross-Appellee,

vs.

SUSAN F. CLARK, etc., et al.,
Appellees/Cross-Appellants.

[May 23, 1996]

OVERTON, J.

We have on appeal a decision by the Florida Public Service Commission (the Commission) resolving a territorial dispute between Gulf Coast Electric Cooperative, Inc. (Gulf Coast) and Gulf Power Company (Gulf Power). We have jurisdiction. Art. V, § 3(b)(2), Fla. Const. For the reasons expressed, we reverse the Commission's order awarding service to Gulf Power and remand for entry of an order awarding service to Gulf Coast.

The relevant, unrefuted facts in this record are as follows.

In April 1993, Gulf Coast became aware that the Florida Department of Corrections (DOC) was planning to locate a prison in West Florida and was considering sites in several counties, including one in Washington County. In that same month, Gulf Coast made a public proposal to the Washington County Commission for a \$45,000 grant and for assistance in securing a loan of \$300,000 to acquire Washington County property for the prison. Gulf Power, which also served the Washington County area, made no similar proposal. The loan and grant were put in place and a site was selected and secured. Gulf Coast was selected to provide service to the site by Washington County, and DOC approved that choice.

To serve the prison, Gulf Coast relocated its existing Red Sapp Road single-phase line, which was located on the prison site, and upgraded the line to three-phase at a total cost of \$51,579. The relocation cost was \$36,997 and the upgrade to three-phase cost was \$14,583. This existing line had to be relocated, regardless of whether Gulf Coast or Gulf Power served the prison. The line was relocated by Gulf Coast across the road from Gulf Power's existing three-phase line that was constructed during the early 1970s.

In September 1993, Gulf Power filed with the Commission a petition seeking to serve the prison and asserting that Gulf

Coast had constructed facilities that duplicated Gulf Power's.

In resolving the dispute, the Commission followed Florida

Administrative Code Rule 24-6.0441(2) (1993), which provides:

(2) In resolving territorial disputes, the Commission may consider, but not be limited to consideration of:

(a) the capability of each utility to provide reliable electric service within the disputed area with its existing facilities and the extent to which additional facilities are needed;

(b) the nature of the disputed area including population and the type of utilities seeking to serve it, and degree of urbanization of the area and its proximity to other urban areas, and the present and reasonably foreseeable future requirements of the area for other utility services;

(c) the cost of each utility to provide distribution and subtransmission facilities to the disputed area presently and in the future; and

(d) customer preference if all other factors are substantially equal.

The Commission also applied section 366.04(5), Florida Statutes

(1993), which provides:

(5) The commission shall further have jurisdiction over the planning, development, and maintenance of a coordinated electric power grid throughout Florida to assure an adequate and reliable source of energy for operational and emergency purposes in Florida and the avoidance of further uneconomic duplication of generation, transmission, and distribution facilities.

(Emphasis added.)

Under subsection (a) of rule 25-6.0441(2), the Commission found that both utilities had been serving the same area for more than twenty years and that the utilities had a "comparable ability" to serve the prison. Specifically, the Commission found:

Both utilities have been serving customers in the vicinity of the intersection of County Road 279 and State Road 77 for over 20 years. Gulf Coast has served retail customers along Red Sapp Road since 1949-50. Gulf Coast has also maintained two-phase and three-phase service adjacent to the correctional facility site since 1950. Currently, Gulf Coast is serving 665 customers within 5 miles of the site. Gulf Power currently has 532 metered customers within five miles of the site, 330 of which are in Sunny Hills.

The Commission also found that "both utilities have adequate facilities to serve the prison, both are capable of providing reliable electric service, and therefore both have comparable ability to serve."

Subsection (b) of rule 24-6.0441(2), which concerns the nature of the disputed area (rural with small commercial development), was not at issue in this proceeding.

Under subsection (c) of the rule, the Commission found that Gulf Coast had expended \$14,583 upgrading its single-phase line to a three-phase line in order to provide service. Because Gulf Power had an existing three-phase line capable of providing service to the prison, the Commission found that the \$14,583 represented the cost differential between the two utilities' "cost to serve."

The Commission found subsection (d), customer preference, to be inapplicable, concluding that it could consider customer preference in resolving territorial disputes only if all other factors were substantially equal. The Commission determined, however, that all other factors in this case were not equal because Gulf Coast had duplicated Gulf Power's existing lines and had engaged in a "race to serve." In making this determination, it said:

We have decided that Gulf Power shall provide electric service to the new correctional facility in Washington County. Our primary reason for this is that Gulf Coast duplicated Gulf Power's existing facilities in order to serve the prison. We understand that the area in dispute is primarily rural. We understand that the additional cost to Gulf Coast to serve the facility is relatively small. We believe that Gulf Coast is as able as Gulf Power to serve reliably, and we are aware that the customer prefers Gulf Coast even though its rates are higher. We simply cannot ignore the fact that Gulf Coast's upgrade of the relocated Red Sapp Road single-phase line to three-phase duplicated Gulf Power's existing facilities. We always consider whether one utility has uneconomically duplicated the facilities of the other in a "race to serve" an area in dispute, and we do not condone such action.

.
[W]e are very conscious of the role Gulf Power played in this matter. Gulf Coast made the effort and spent the money necessary to bring the new correctional facility to Washington County. But for Gulf Coast's efforts, the facility would not be there for anyone to serve. Gulf Power was aware of Gulf Coast's efforts, but said nothing.

(Emphasis added.)

Based on these facts, the Commission awarded service to Gulf Power and directed Gulf Power to reimburse Gulf Coast for the \$36,997 cost of relocating the Red Sapp Road line. The Commission also ordered the two companies to develop a territorial agreement to avoid future duplication of facilities and to establish territorial boundaries.

Gulf Coast has appealed the Commission's award of service to Gulf Power; Gulf Power has cross-appealed the Commission's directive that Gulf Power reimburse Gulf Coast for the cost of relocation. The Commission's order regarding the development of a territorial agreement is not at issue. Because of our resolution of Gulf Coast's appeal, Gulf Power's cross-appeal is rendered moot.

In its appeal, Gulf Coast contends that the Commission erred in finding that Gulf Coast uneconomically duplicated Gulf Power's facilities, in finding that Gulf Coast engaged in a "race to serve," and in failing to consider customer preference. Additionally, because Gulf Power was the first to intrude into Gulf Coast's historic service area and because Gulf Power was the first to duplicate services, Gulf Coast asserts that it should be allowed to provide service to the prison.

In reviewing Gulf Coast's assertions, this Court must determine whether the order complained of meets the essential requirements of law and whether there is competent, substantial

evidence in the record to support the Commission's findings.

Gulf Power Co. v. Public Serv. Comm'n, 480 So. 2d 97 (Fla. 1985);

Citizens v. Public Service Comm'n, 464 So. 2d 1194 (Fla. 1985).

Based upon the unrefuted facts and the Commission's own findings, we conclude that the Commission erred in failing to consider customer preference and abused its discretion in awarding service to Gulf Power. We reach this decision after finding, under the unique factual circumstances of this cases, that there is no competent, substantial evidence in the record to support the Commission's findings that Gulf Coast (1) uneconomically duplicated Gulf Power's facilities and (2) engaged in a "race to serve" the prison.

First, we address the Commission's findings regarding uneconomic duplication. The record reflects that Gulf Coast has been the historic provider of power to this area since the early 1950s and that Gulf Coast's single-phase line was already in place at the site of the prison before Gulf Coast sought to provide service. Further, Gulf Coast would have been required to move its line regardless of who provided power to the prison to allow for the construction of the prison. It was only after Gulf Coast was selected by DOC to provide service to the prison that it moved its line and, in order to serve the prison, upgraded the line to three-phase at a cost of \$14,583. The Commission itself characterized this sum as "relatively small." Although Gulf

Power did have a three-phase line available to serve the prison, we cannot agree that the relatively small cost incurred by Gulf Coast in upgrading its existing line was sufficient to characterize this upgrade as "uneconomic." This is especially true given the fact that Gulf Coast had to construct a new line regardless of who served the prison.

In its argument before the Court, the Commission asserts that the actual cost is only one factor to be considered in determining uneconomic duplication. The Commission states that lost revenues for the non-serving utility, aesthetic and safety problems, proximity of lines, adequacy of existing lines, whether there has been a "race to serve," and other concerns must be considered in evaluating whether an uneconomic duplication has occurred. We do not disagree that these factors must be considered. In this case, however, both utilities were already serving the area in question. Additionally, Gulf Coast had to move the line regardless of who provided service, and the cost for upgrading the line was relatively small. Compare, for instance, the costs incurred for the upgrade in this case with the costs incurred in Gulf Power Co. v. Public Service Commission, 480 So. 2d 97 (Fla. 1985) (difference between Gulf Coast's \$27,000 cost to provide service and Gulf Power's \$200,480 cost to provide service found to be considerable). The cost differential in this case is de minimis in comparison to the cost differential in that case.

Next, we address the Commission's conclusion that Gulf Coast engaged in a "race to serve." As noted previously, Gulf Coast was the historic provider of service to this area and was already serving a substantial number of customers in this area. Additionally, Gulf Coast's line had to be moved regardless of who served the prison. Although Gulf Coast concedes that it acted quickly in its efforts, the record reflects that Gulf Coast did so to convince DOC to choose Washington County as a site for the prison rather than to preempt Gulf Power from serving the prison. Moreover, Gulf Coast never attempted to hide its actions in attempting to bring the prison to Washington County. As acknowledged by the Commission, but for the actions of Gulf Coast, there would be no prison to serve. Under these circumstances, we conclude that there is no substantial, competent evidence to support the Commission's finding that Gulf Coast engaged in a "race to serve."

Given our conclusion that Gulf Coast did not uneconomically duplicate Gulf Power's facilities or engage in a "race to serve," we find that the record supports the conclusion that the factors set forth in rule 25-6.0441 are substantially equal. As the Commission noted, both utilities have been serving the area for many years and both have a comparable ability to serve the prison; the nature of the disputed area is not in dispute; and the cost differential between the two utilities' cost to serve is

relatively small. Consequently, we find that customer preference should have been considered as a significant factor in this case. See rule 25-6.0441(d) (Commission to consider customer preference if all other factors are substantially equal). Because both DOC and Washington County have indicated their desire to have Gulf Coast provide service to the prison, we conclude that Gulf Coast should be awarded service.

Accordingly, we reverse the order of the Commission awarding service to Gulf Power and remand for entry of an order awarding service to Gulf Coast.

It is so ordered.

GRIMES, C.J., and SHAW, KOGAN, HARDING, WELLS and ANSTEAD, JJ.,
concur.

NOT FINAL UNTIL TIME EXPIRES TO FILE REHEARING MOTION AND, IF
FILED, DETERMINED.

Notice and Cross-Notice of Appeal from the Public Service
Commission

John H. Haswell of Chandler, Lang & Haswell, P.A., Gainesville,
Florida; and J. Patrick Floyd, Port St. Joe, Florida,

for Appellant/Cross-Appellee

Robert D. Vandiver, General Counsel and Mary Anne Helton,
Associate General Counsel, Florida Public Service Commission,
Tallahassee, Florida; and Jeffrey A. Stone and Russell A. Badders
of Beggs & Lane, Pensacola, Florida, on behalf of Gulf Power
Company,

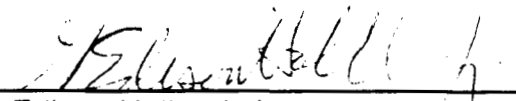
for Appellees/Cross-Appellants

AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF ESCAMBIA)

Docket No. 930885-EU

Before me the undersigned authority, personally appeared G. Edison Holland, Jr. who being first duly sworn, deposes, and says that he is the Vice President -- Power Generation/Transmission and Corporate Counsel for Gulf Power Company, a Maine corporation, that the foregoing is true and correct to the best of his knowledge, information, and belief. He is personally known to me.



G. Edison Holland, Jr.
Vice President -- Power Generation/
Transmission and Corporate Counsel

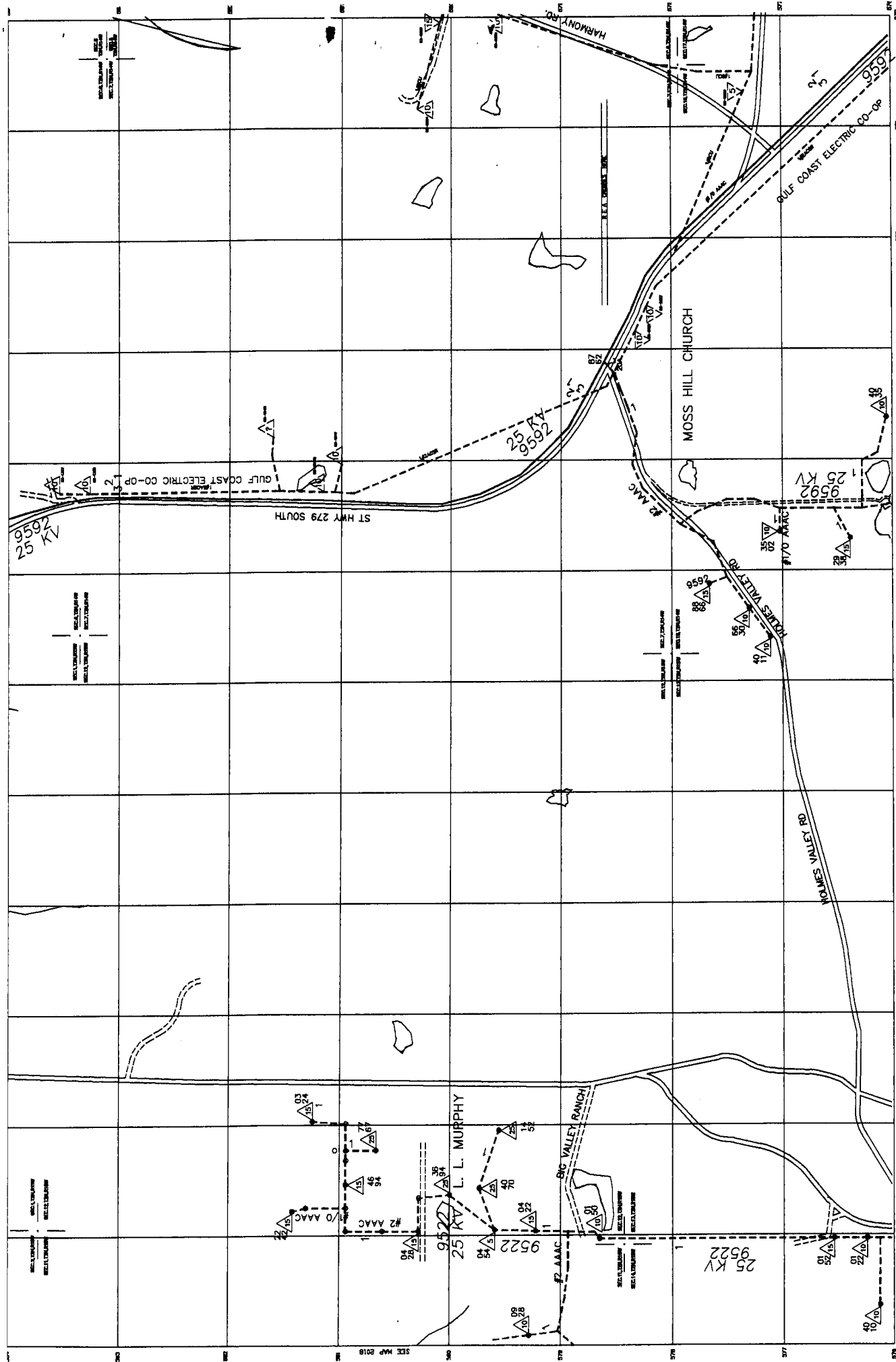
Sworn to and subscribed before me this 15th day of October,
1996.



Notary Public, State of Florida at Large

This exhibit consists of 27 individual color maps generated on Gulf Power's AutoCAD system which have been provided under separate cover to the Director of the Division of Records and Reporting. The dimensions of each full size map is approximately 23" x 36" . A reduced copy of each map is attached to this cover sheet.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 930885-EU EXHIBIT NO. 6 ^{COMP} DOCUMENT NUMBER DATE
COMPANY/ WEINTRITT / GULF 11016 OCT 15 88
WITNESS: 4-29-97
DATE: 4-29-97 FPSC-RECORDS/REPORTING



A vertical scale bar labeled "FEET" at the top. The scale has major markings at 0, 400, 800, 1200, 1600, 2000, and 2400. There are also minor markings every 200 feet between the major ones.

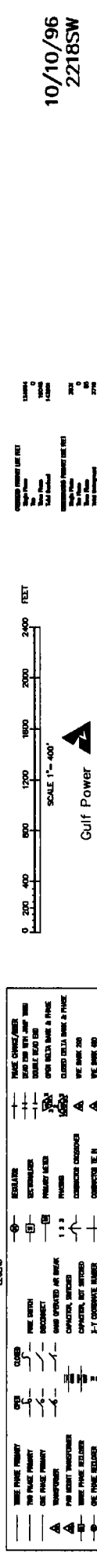
SCALE 1" = 400'

Gulf Power

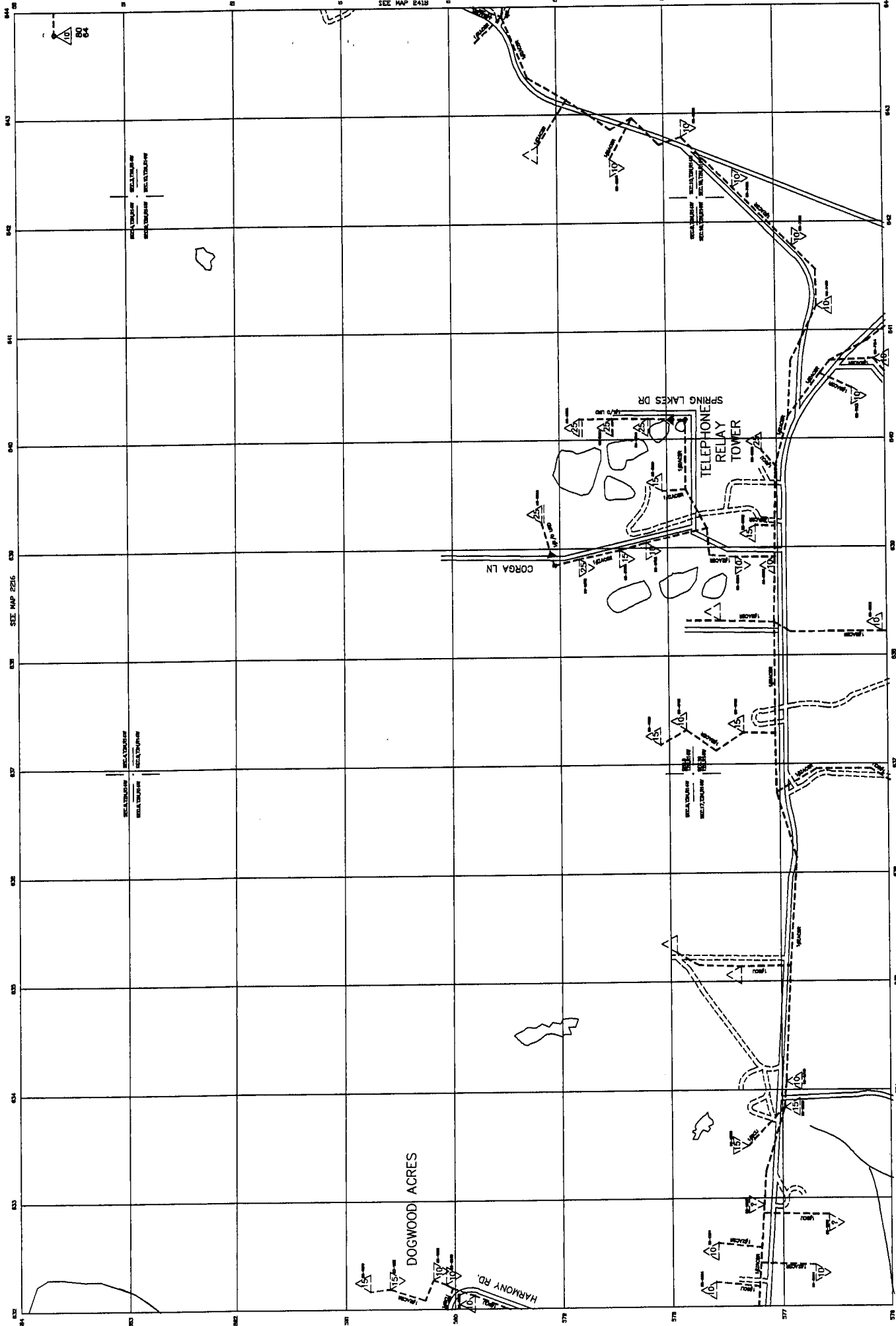


10/10/96
2218NW

[illegible]



2218SW



10/10/96
2218NE

SEE MAP B418

SEE MAP 2216

DOGWOOD ACRES

HARMONY RD.

CORGA LN

TELEPHONE RELAY TOWER

SPRING LAKES DR

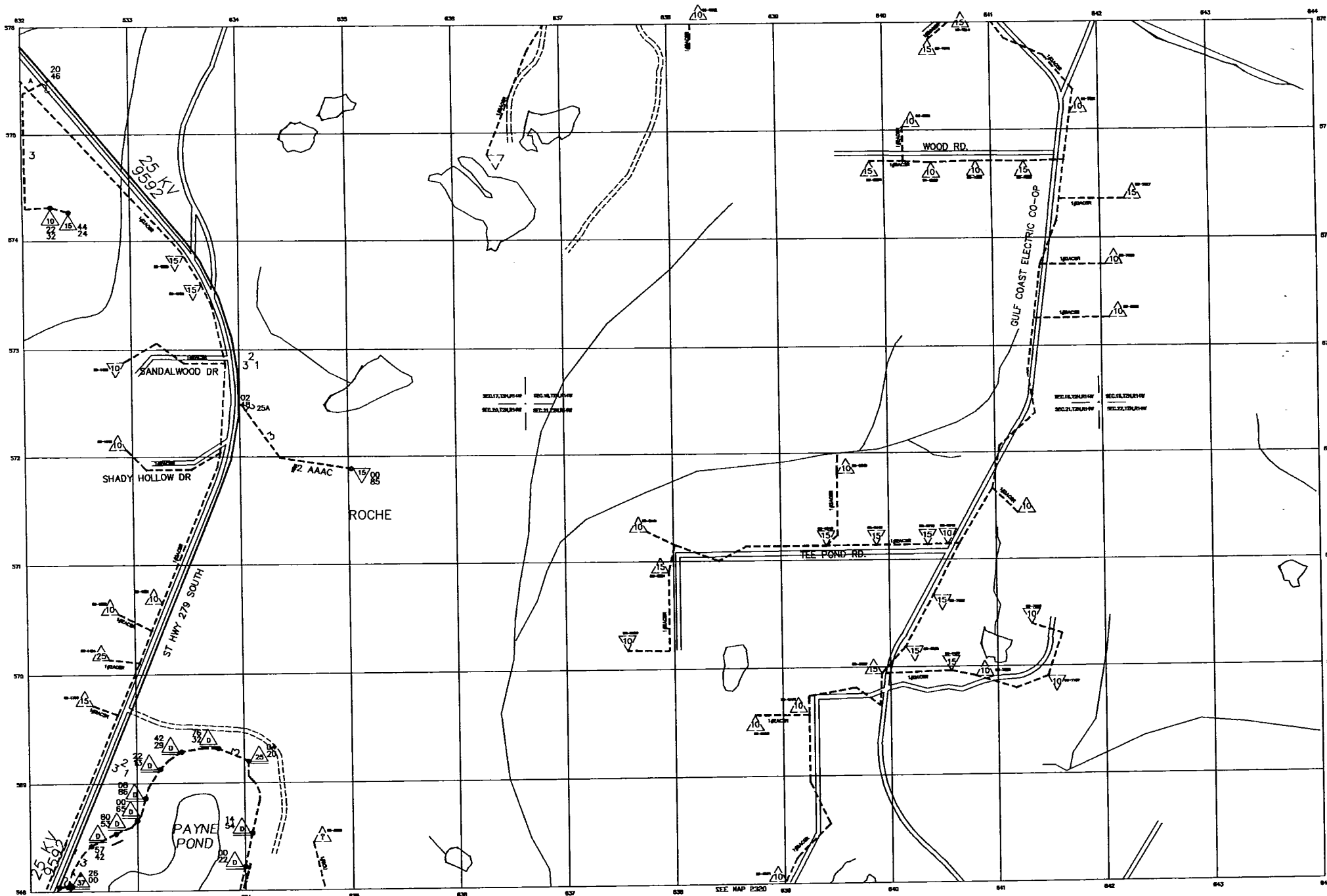
LEGEND

THREE PHASE PRIMARY	THREE PHASE SECONDARY	THREE PHASE METER	THREE PHASE METER
SINGLE PHASE PRIMARY	SINGLE PHASE SECONDARY	SINGLE PHASE METER	SINGLE PHASE METER
TRANSFORMER	TRANSFORMER	TRANSFORMER	TRANSFORMER
REGULATOR	REGULATOR	REGULATOR	REGULATOR
SWITCH	SWITCH	SWITCH	SWITCH
CONDUCTOR	CONDUCTOR	CONDUCTOR	CONDUCTOR

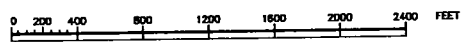
SCALE 1" = 400'

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 2400 FEET

Gulf Power



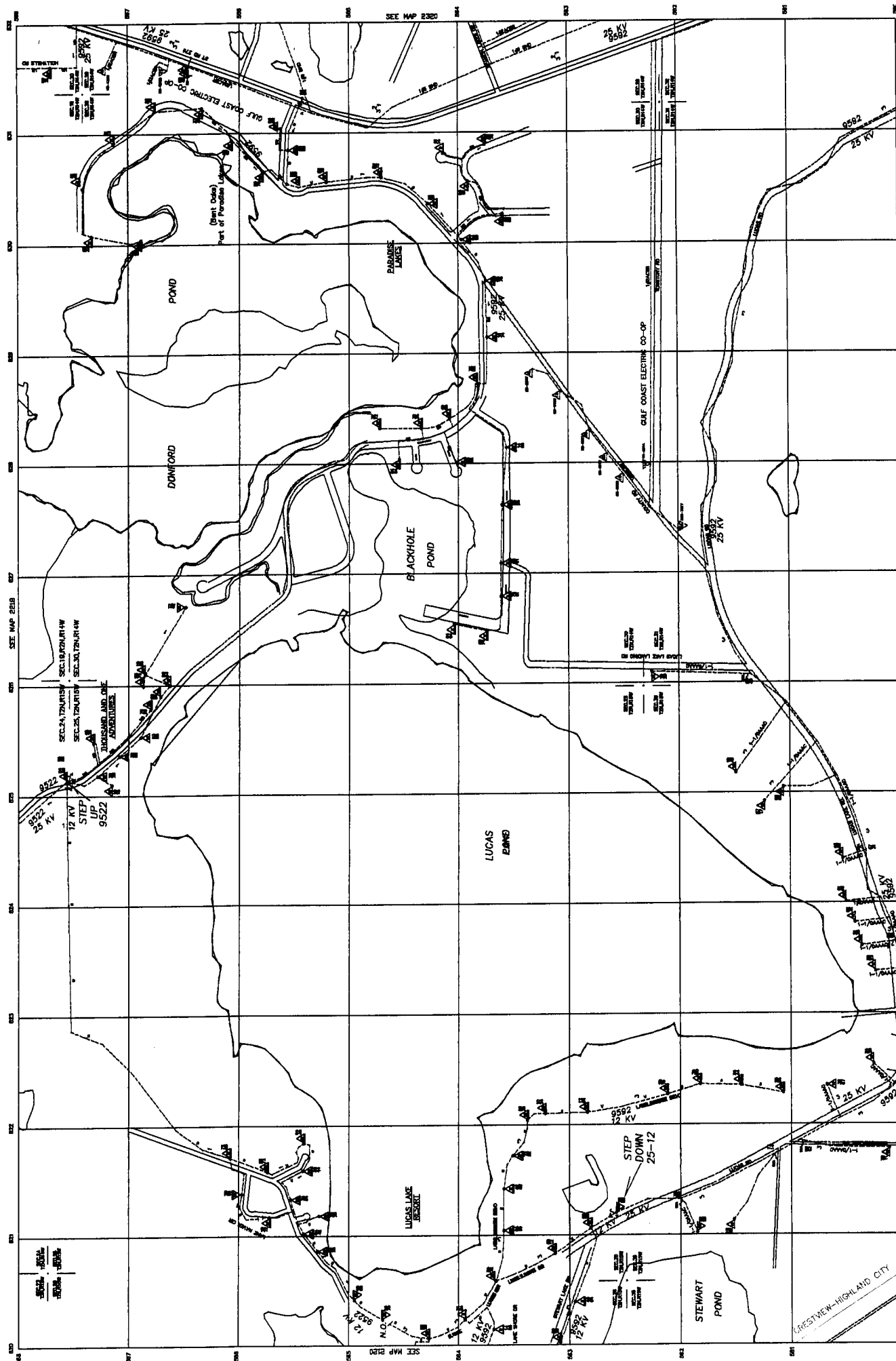
THREE PHASE PRIMARY	OPEN	CLOSED	REGULATOR	PHASE CHANGER/SECTOR
TWO PHASE PRIMARY	FLUX SWITCH	DISCONNECT	SOCKETS/VALVE	SECTOR AND VOLT AMP TAP
ONE PHASE PRIMARY	DISCONNECT	GANG OPERATED AIR BREAK	PRIMARY METER	DOUBLE END END
TRANSFORMER	CAPACITOR, SWITCHED	CAPACITOR, NOT SWITCHED	PHASING	OPEN WELD BANK & PHASE
PHO MOUNT TRANSFORMER	X-Y COORDINATE NUMBER	REGULATOR	CONDENSER CHROMOMETER	CLOSED WELD BANK & PHASE
THREE PHASE RESOLVER			CONDENSER IN	VOLTS BANK 300
ONE PHASE RESOLVER				VOLTS BANK 400



Gulf Power

CHANGING PRIMARY LINE FEET	124856
Single Phase	0
Two Phase	19048
Three Phase	142801
CHANGING PRIMARY LINE FEET	2671
Single Phase	0
Two Phase	85
Three Phase	2718

10/10/96
2218SE



620-560-B4
07/06/95
2220
CHAPLEY

PROJECT NUMBER: 620-560-B4
DATE: 07/06/95
DRAWN BY: CHAPLEY
CHECKED BY: [blank]
APPROVED BY: [blank]

SEE MAP 2218
SEE MAP 2219
SEE MAP 2220
SEE MAP 2221
SEE MAP 2222

SCALE 1" = 400'

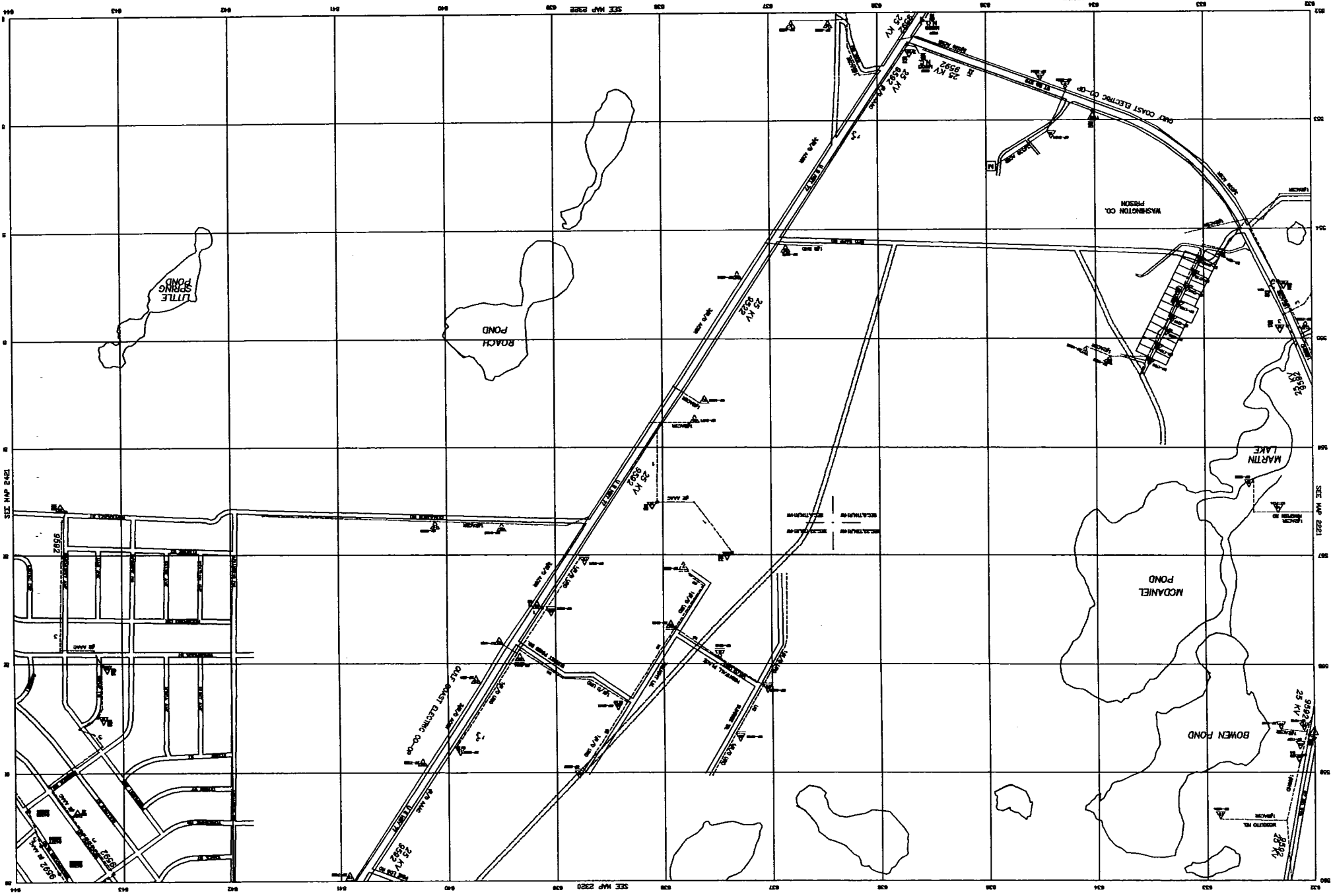
0 200 400 800 1200 1600 2000 2400 FEET

LEGEND

THREE PHASE PRIMARY	ONE PHASE PRIMARY	TRANSFORMER	PAV. MOUNT. TRANSFORMER	THREE PHASE RELAY	ONE PHASE RELAY
25 KV	12 KV	500 KVA	250 KVA	25 KV	12 KV
25 KV	12 KV	500 KVA	250 KVA	25 KV	12 KV

SYMBOLS

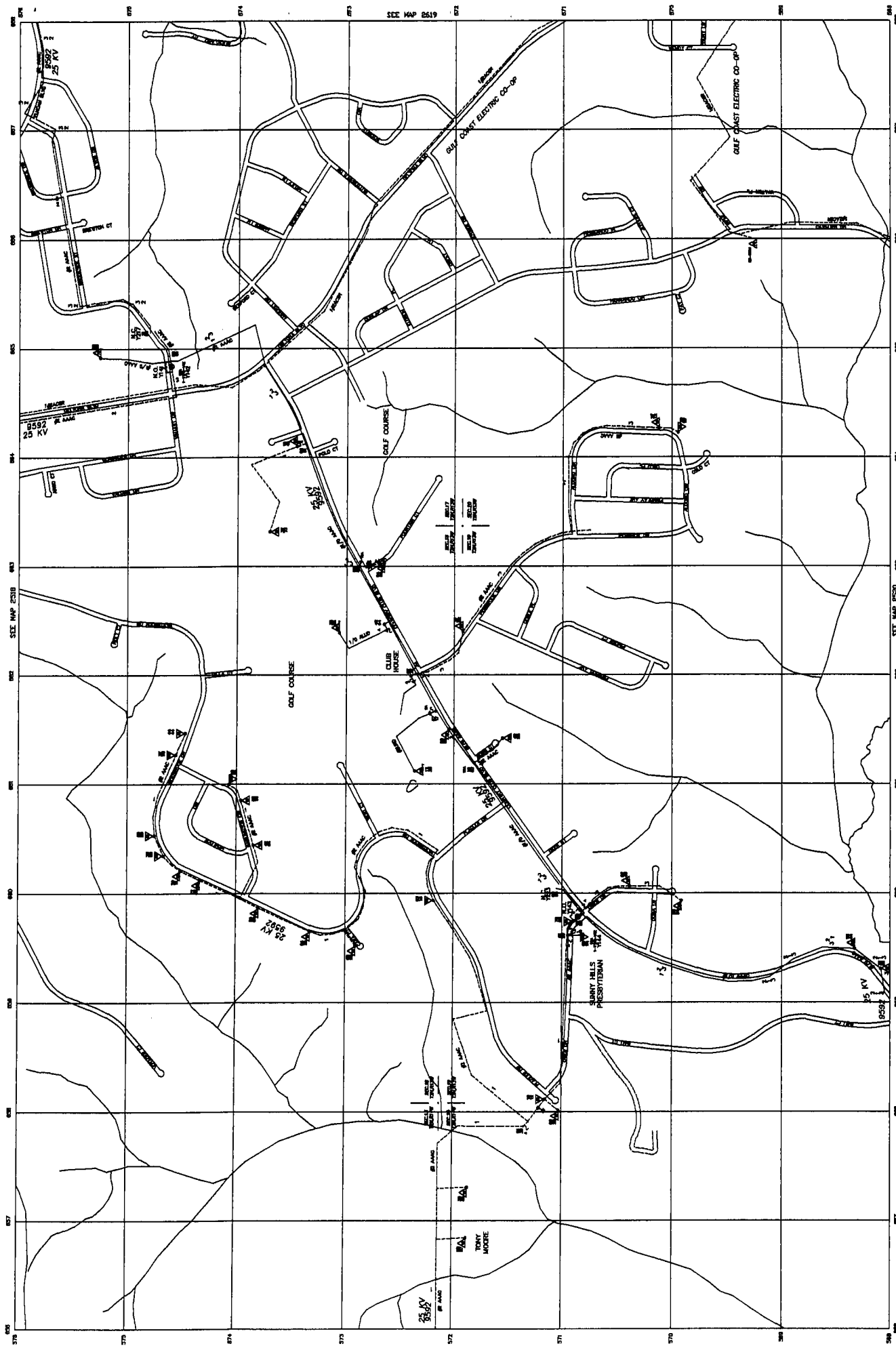
OPEN DELTA BANK & POLE	CLOSED DELTA BANK & POLE	WYE BANK 25	WYE BANK 40
OPEN DELTA BANK & POLE	CLOSED DELTA BANK & POLE	WYE BANK 25	WYE BANK 40



Gulf Power
Eastern Division

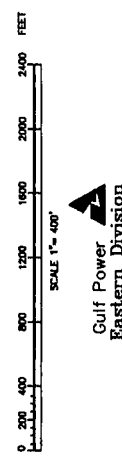
400

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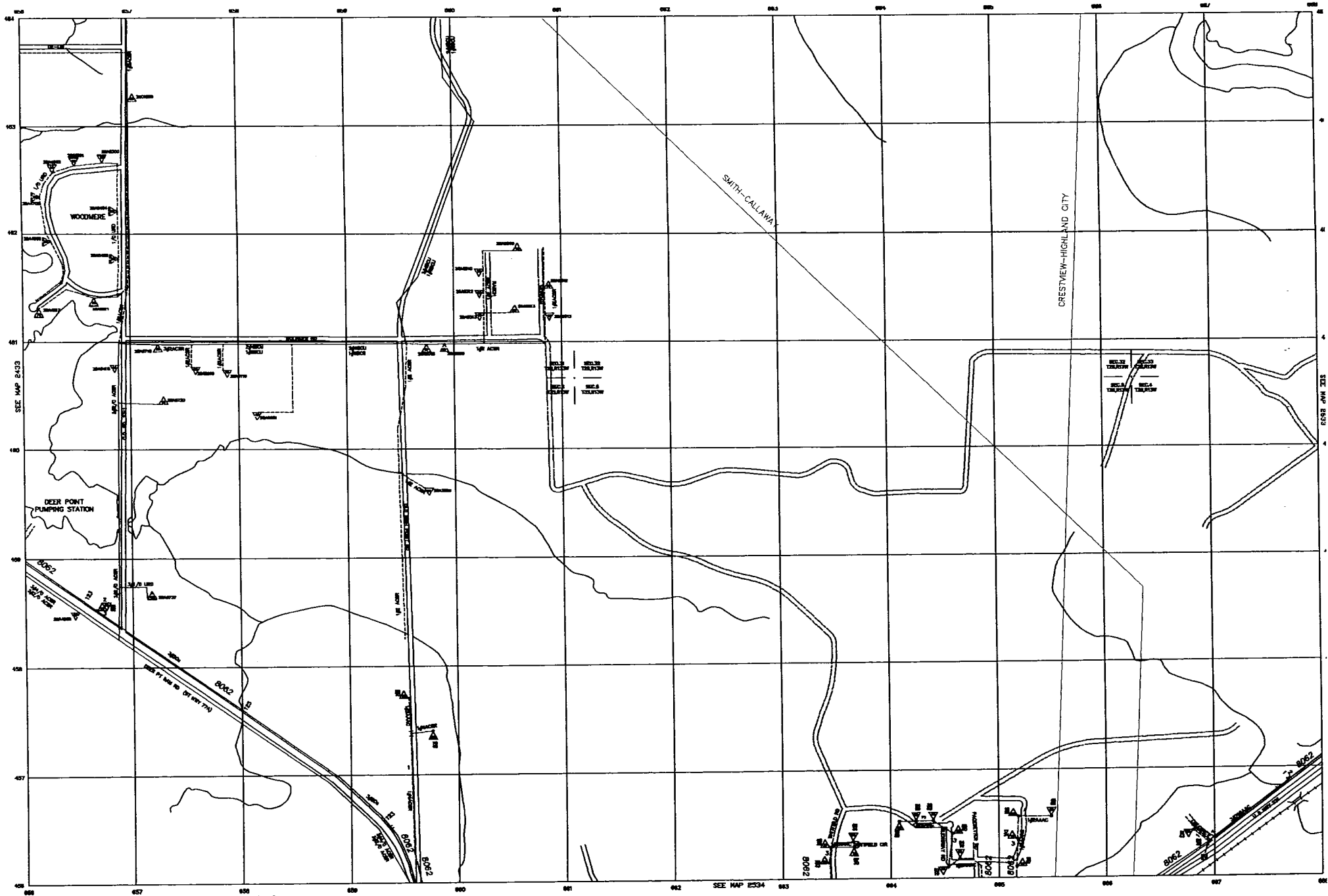
656-568-B4
05/18/95
2519
SUNNY

VERTICAL POINTS PER FOOT		HORIZONTAL POINTS PER FOOT	
Scale	1" = 40'	Scale	1" = 40'
1" = 40'		1" = 40'	
1" = 80'		1" = 80'	
1" = 160'		1" = 160'	
1" = 320'		1" = 320'	

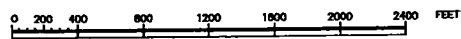


Gulf Power
Eastern Division

THREE PHASE PRIMARY	OPEN	REGULATOR	PHASE CONNECT/SEPARATE
TWO PHASE PRIMARY	CLOSE	SEPARATOR	SEPARATE
ONE PHASE PRIMARY	DISCONNECT	PRIMARY METER	OPEN DELTA BANK & PHASE
TRANSFORMER	LOAD SWITCH	PHASOR	CLOSED DELTA BANK & PHASE
PAID METER TRANSFORMER	CAPACITOR, SWITCHED	CONNECTION CHANGES	TYPE BANK 240
THREE PHASE RELAY	CAPACITOR, NOT SWITCHED	CONNECTION CHANGES	TYPE BANK 240
ONE PHASE RELAY	3-Y COORDINATE NUMBER	CONNECTION Y IN	TYPE BANK 480



THREE PHASE PRIMARY	OPEN	CLOSED	REGULATOR	PHASE CHANGE/REVER
TWO PHASE PRIMARY	FLUX SWITCH	FLUX SWITCH	SECONDARY	DEAR DOW WITH JAMP 2000
ONE PHASE PRIMARY	DISCONNECT	DISCONNECT	PRIMARY METER	DOUBLE HEAD END
TRANSFORMER	ONE OPERATED AIR BREAK	ONE OPERATED AIR BREAK	PHYSIC	OPEN DELTA BANK & PHASE
PAD MOUNT TRANSFORMER	CAPACITOR, SWITCHED	CAPACITOR, NOT SWITCHED	CONDUCTOR CROSSOVER	CLOSED DELTA BANK & PHASE
THREE PHASE RECLUSER	X-Y COORDINATE NUMBER	X-Y COORDINATE NUMBER	CONDUCTOR TO BE	ONE BANK 200
ONE PHASE RECLUSER				ONE BANK 400

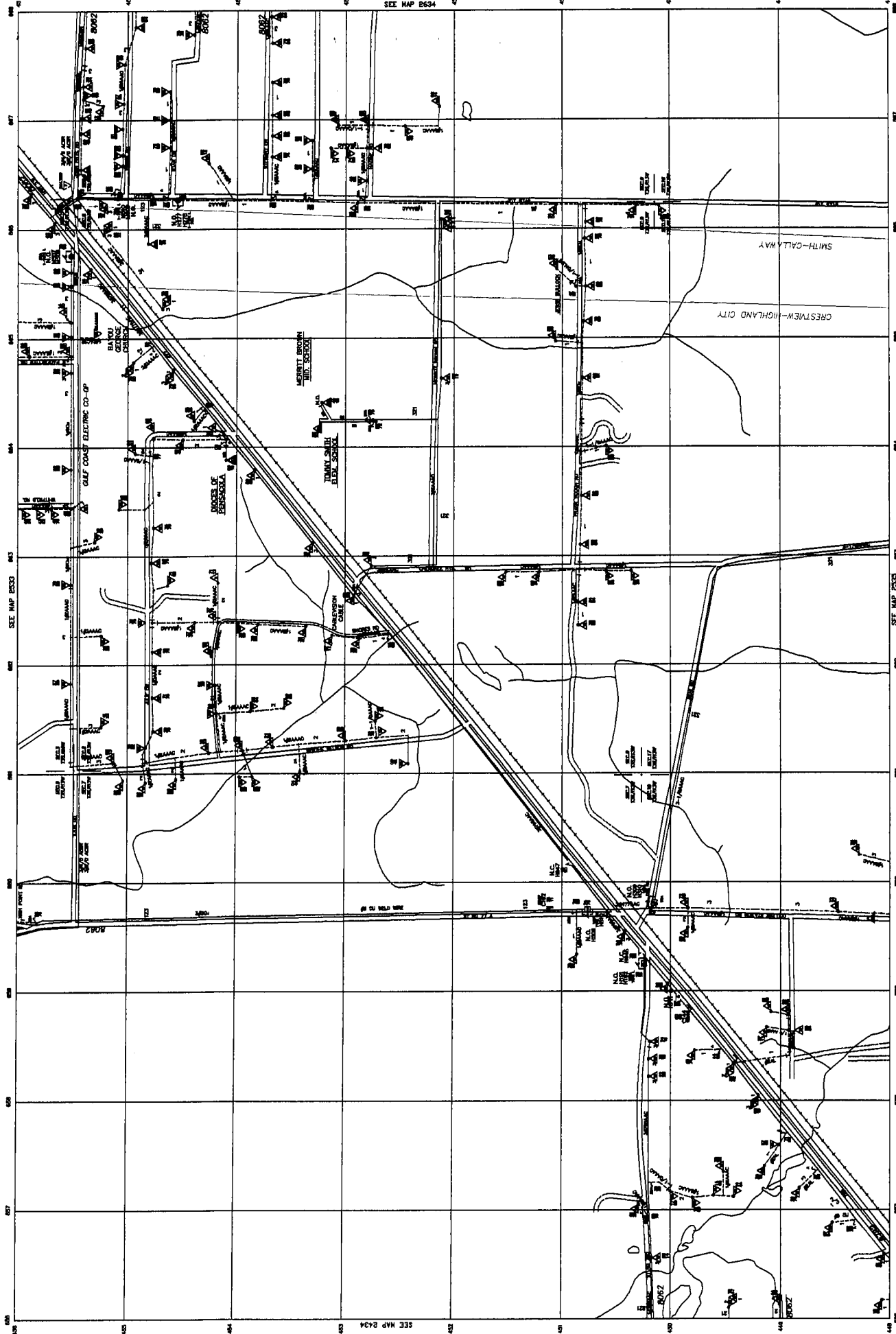


Gulf Power
Eastern Division

UNDESIGNED PRIMARY LINE TEST
High Phase
Low Phase
Mid Phase
Mid Section

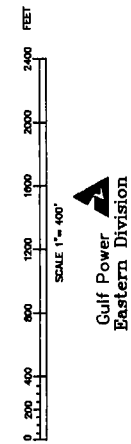
DESIGNED PRIMARY LINE TEST
High Phase
Low Phase
Mid Phase
Mid Section

656-456-B4
05/22/95
2533
DEER POINT DAM ROAD

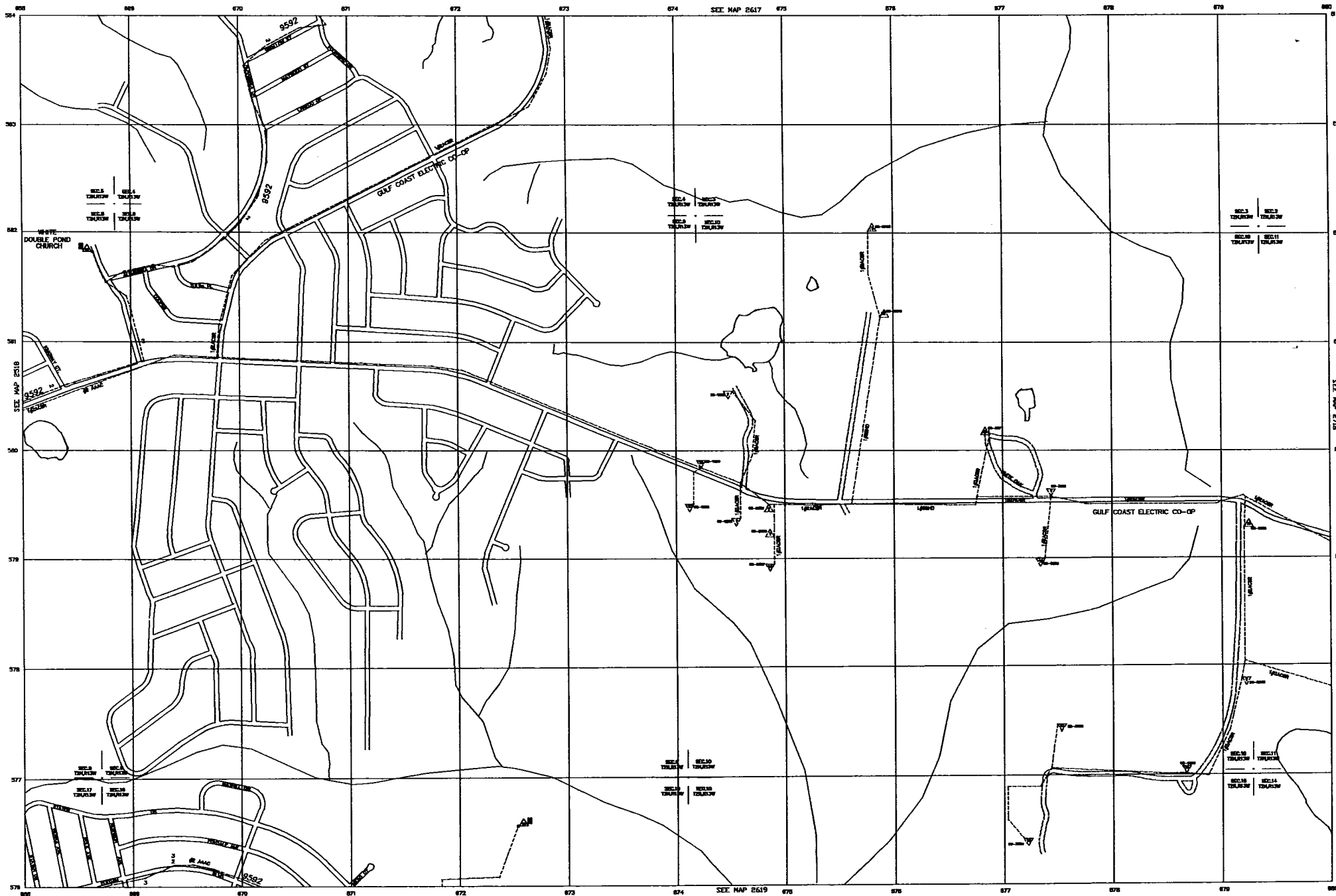


656-448-B4
05/30/95
2534
MERRITT BROWN SCHOOL

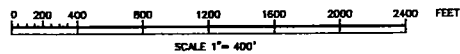
ELECTRIC POWER LINE KEY		ELECTRIC POWER EQUIPMENT KEY	
High Voltage	4000	Transformer	TR
Medium Voltage	2000	Switch	SW
Low Voltage	1000	Panel	PN
Overhead	OH	Bus	BS
Underground	UG	Conductor	CD



ELECTRIC POWER EQUIPMENT KEY		ELECTRIC POWER LINE KEY	
Three Phase Primary	3P	Single Phase	SP
Two Phase Primary	2P	Single Phase	SP
One Phase Primary	1P	Single Phase	SP
Transformer	TR	Single Phase	SP
Switch	SW	Single Phase	SP
Panel	PN	Single Phase	SP
Bus	BS	Single Phase	SP
Conductor	CD	Single Phase	SP
Overhead	OH	Single Phase	SP
Underground	UG	Single Phase	SP



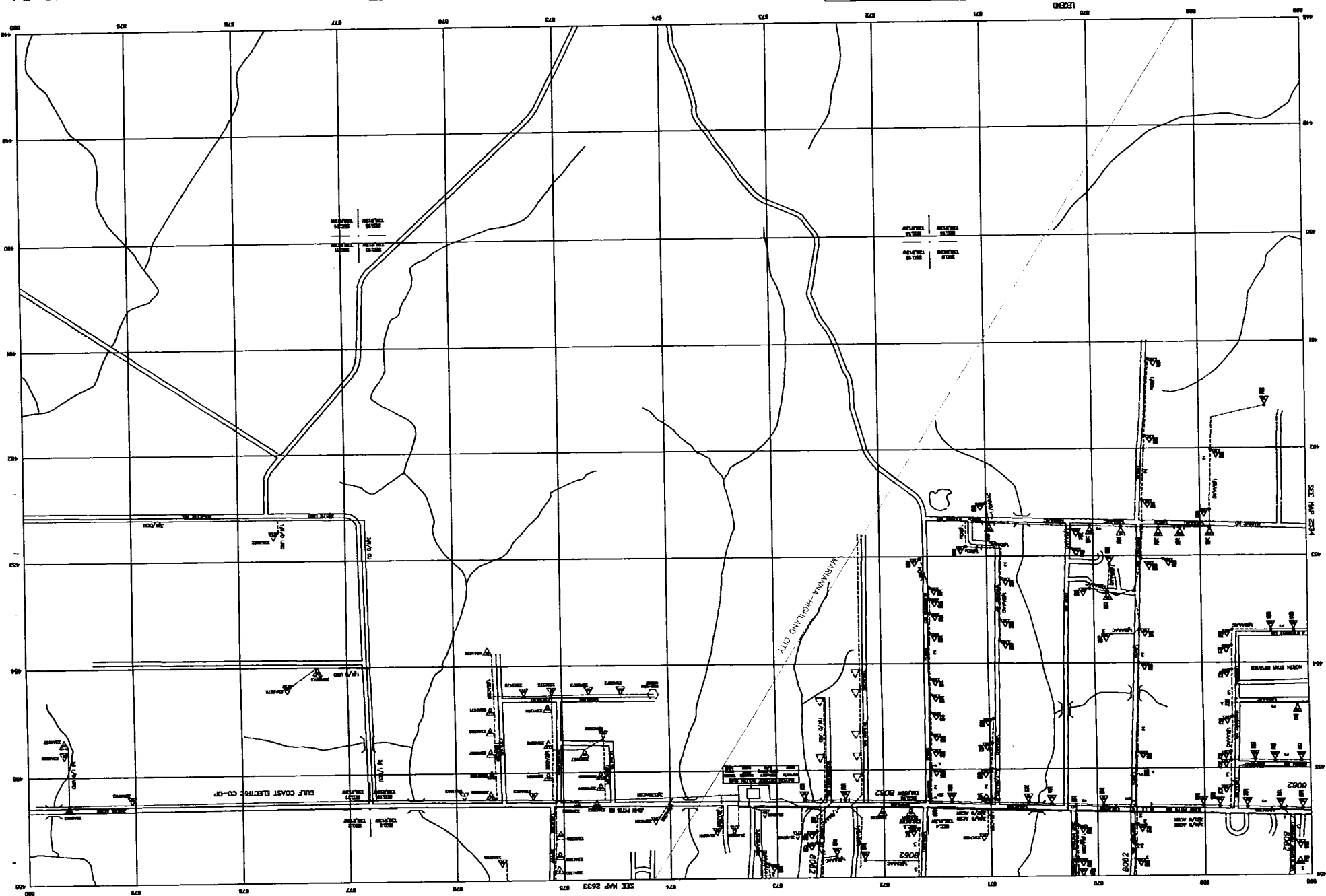
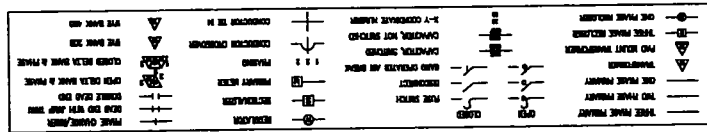
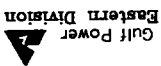
THREE PHASE PRIMARY	OPEN	CLOSED	RELAY
TWO PHASE PRIMARY	DISCONNECT	FLUX SWITCH	SECTIONALIZER
ONE PHASE PRIMARY	CARD OPERATED AIR BREAK	PHASE	PRIMARY METER
TRANSFORMER	CAPACITOR, SWITCHED	1 3 3	PHASING
PAN MOUNT TRANSFORMER	CAPACITOR, NOT SWITCHED	CONDUCTOR CROSSING	CLOSED DELTA BANK & PHASE
THREE PHASE RECLOSER	X-Y COORDINATE NUMBER	CONDUCTOR TIE IN	ONE PHASE RECLOSER
ONE PHASE RECLOSER			

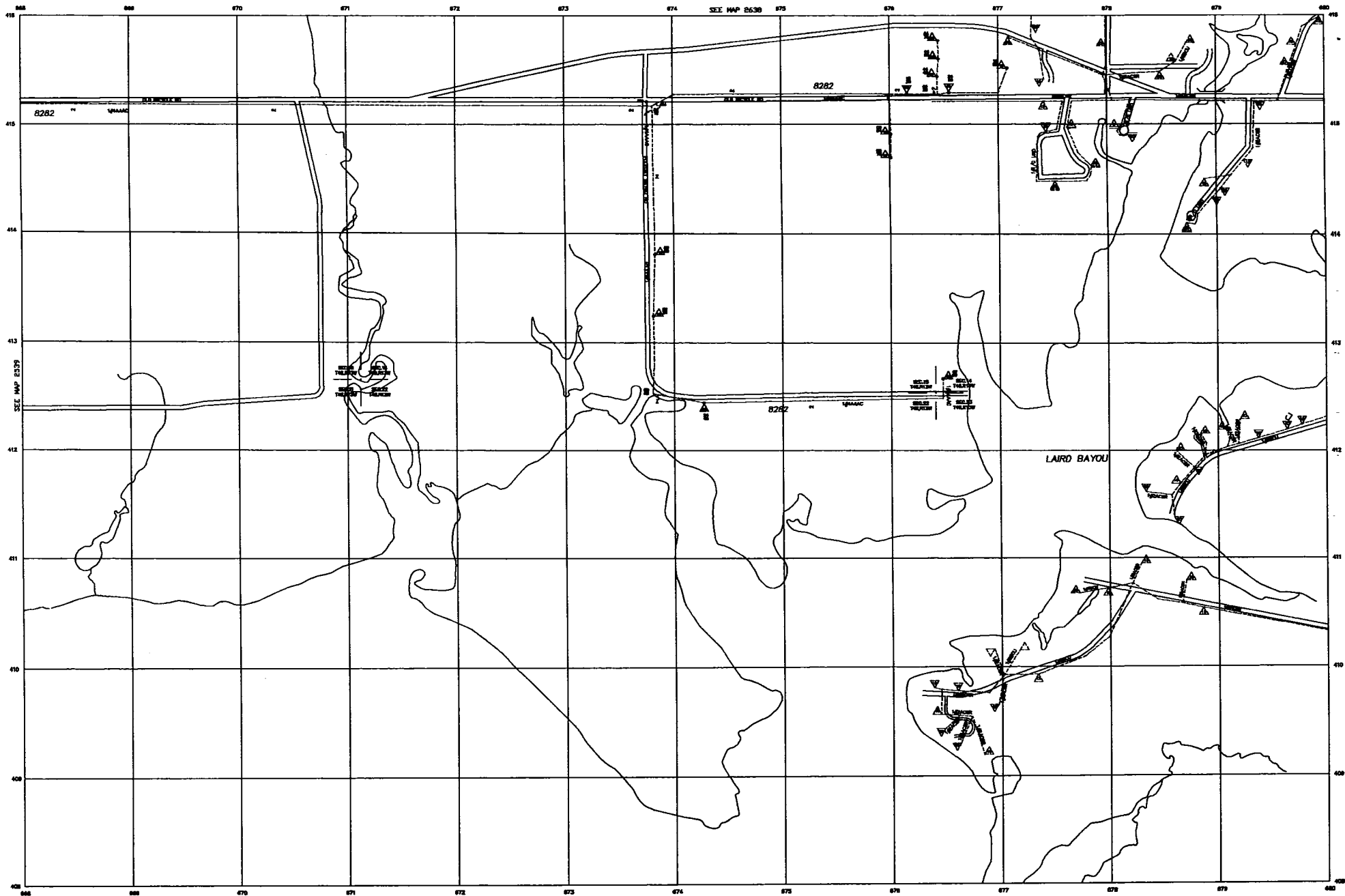


Gulf Power
Eastern Division

OVERHEAD PRIMARY ONE FEET	34143
Single Phase	1528
Two	0
Three Phase	30676
Underground Primary One Feet	0
Single Phase	0
Two Phase	0
Three Phase	0
Total Underground	0

668-576-B4
06/08/95
2618
SUNNY





THREE PHASE PRIMARY	OPEN	CLOSED	FUSE SWITCH	REGULATOR	PHASE CHANGER/REVER
TWO PHASE PRIMARY	DISCONNECT	DISCONNECT	DISCONNECT	SECTIONALIZER	DEAD END WITH AMP TRAP
ONE PHASE PRIMARY	DISCONNECT	DISCONNECT	DISCONNECT	PRIMARY METER	DOUBLE DEAD END
TRANSFORMER	DISCONNECT	DISCONNECT	DISCONNECT	PHASING	OPEN DELTA BANK & PHASE
PHO MOUNT TRANSFORMER	DISCONNECT	DISCONNECT	DISCONNECT	CONDUCTOR OVERSIZER	CLOSED DELTA BANK & PHASE
THREE PHASE RECLUSER	DISCONNECT	DISCONNECT	DISCONNECT	CONDUCTOR RE IN	ONE BANK 3PH
ONE PHASE RECLUSER	DISCONNECT	DISCONNECT	DISCONNECT	CONDUCTOR RE IN	ONE BANK 480

0 200 400 800 1200 1600 2000 2400 FEET

SCALE 1"= 400'

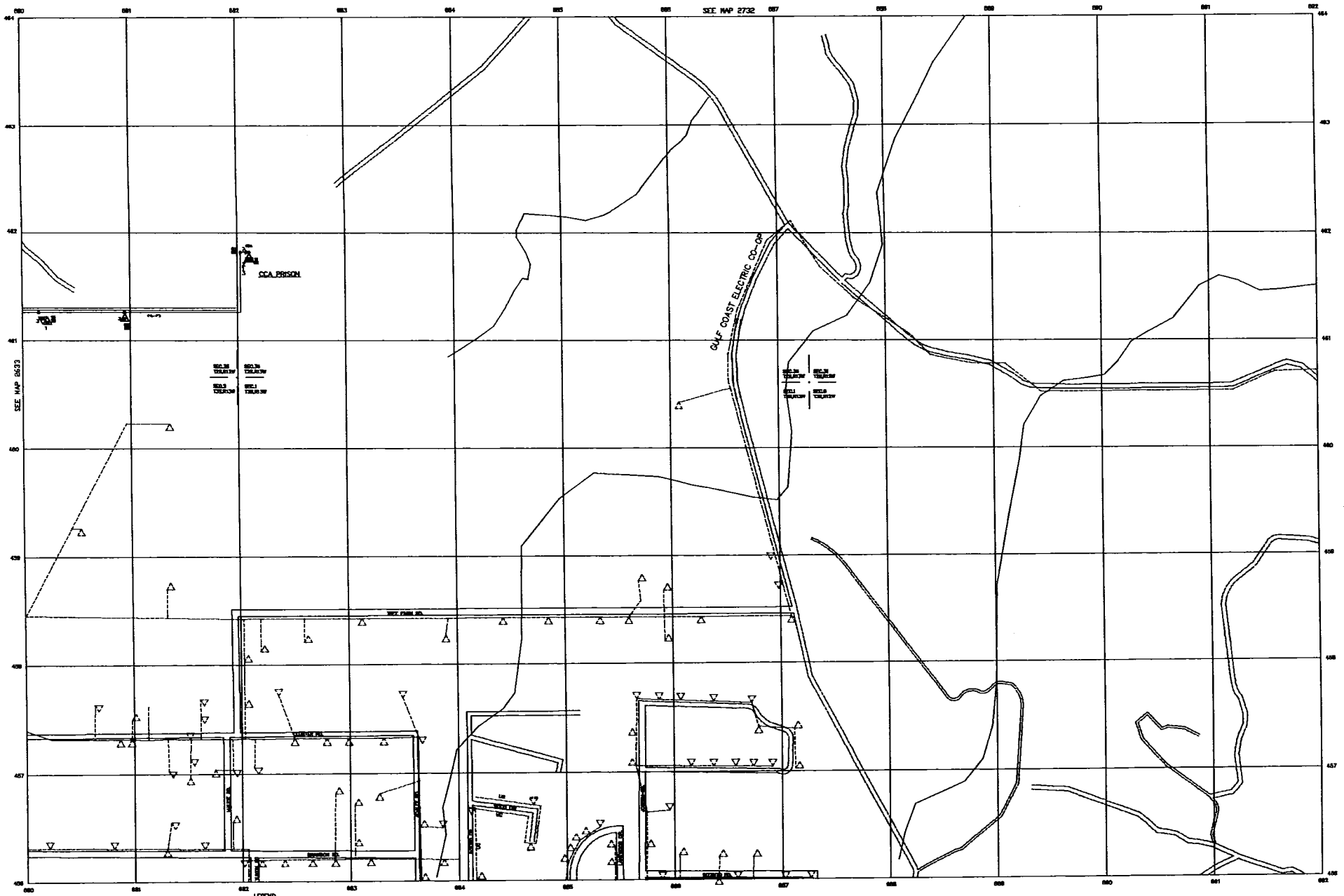
Gulf Power
Eastern Division

OVERHEAD PRIMARY LINE FEET
Single Phase 27960
Two Phase 0
Three Phase 0
Total Overhead 27960

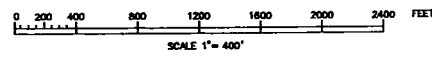
UNDERGROUND PRIMARY LINE FEET
Single Phase 0
Two Phase 0
Three Phase 0
Total Underground 0

668-408-B4

2639
OLD BICYCLE RD



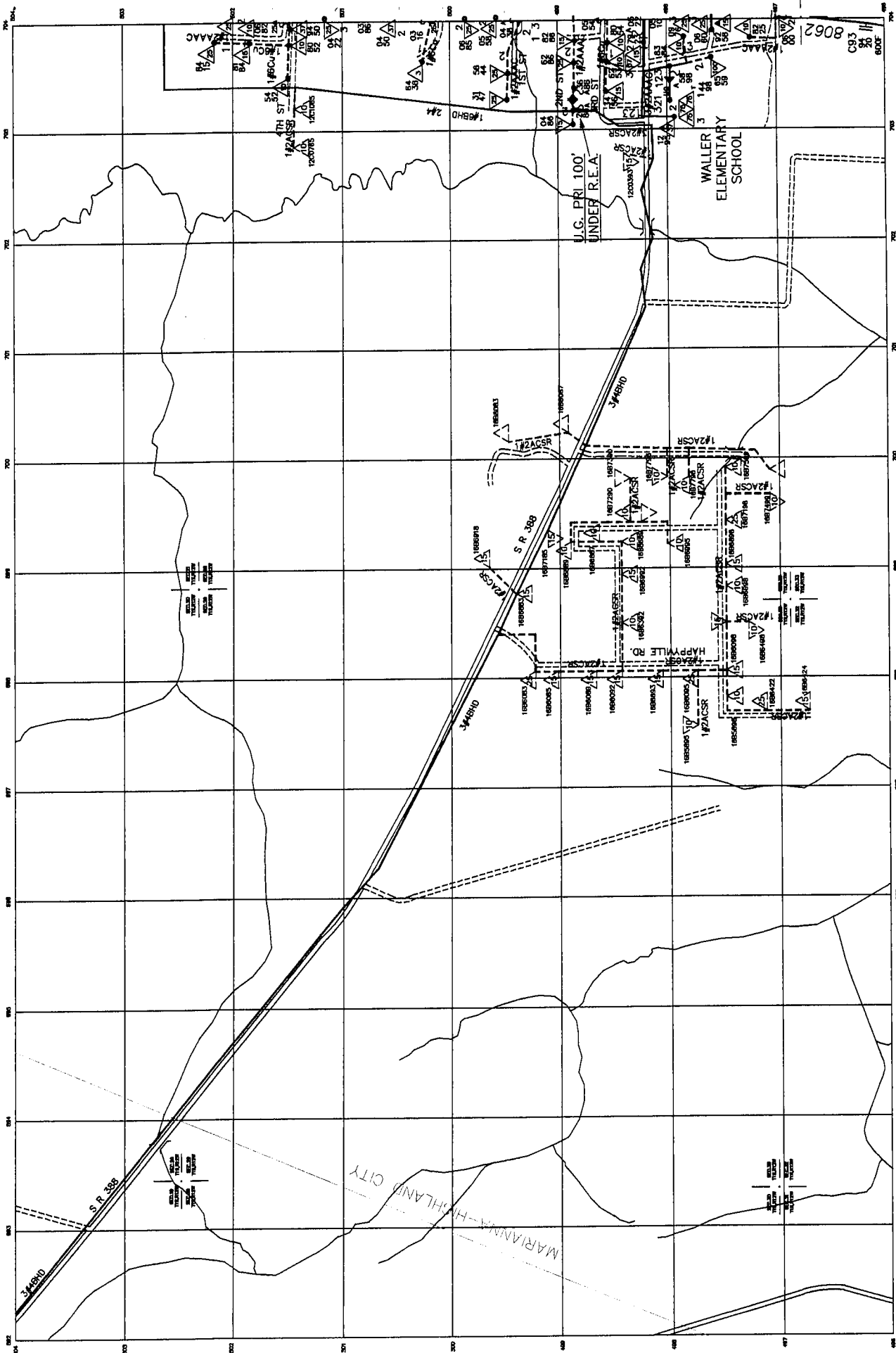
THREE PHASE PRIMARY	OPEN	CLOSED	FUSE SWITCH	SECTIONALIZER	PHASE SWITCH/FEEDER
TWO PHASE PRIMARY	DISCONNECT	OPEN OPENED AIR BREAK	PRINTER METER	PHASE	SCADA GND TEMP GND TEMP
ONE PHASE PRIMARY	TRANSFORMER	CAPACITOR, SWITCHED	CONNECTION CROSSOVER	CONNECTION W/ B	DOUBLE BREAK ESD
PHO MOUNT TRANSFORMER	THREE PHASE RESILIENT	CAPACITOR, NOT SWITCHED			OPEN DELTA BANK & PHASE
ONE PHASE RESILIENT		X-Y COORDINATE NUMBER			CLOSED DELTA BANK & PHASE



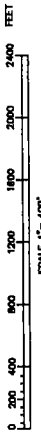
Gulf Power
Eastern Division

ADDITIONAL PRIMARY LINE KEY
High Flow
Low Flow
Tall Outflow
ADDITIONAL PRIMARY LINE KEY
High Flow
Low Flow
Tall Outflow

680-456-T4
02/21/96
2733
BAY CO. CORRECTIONS



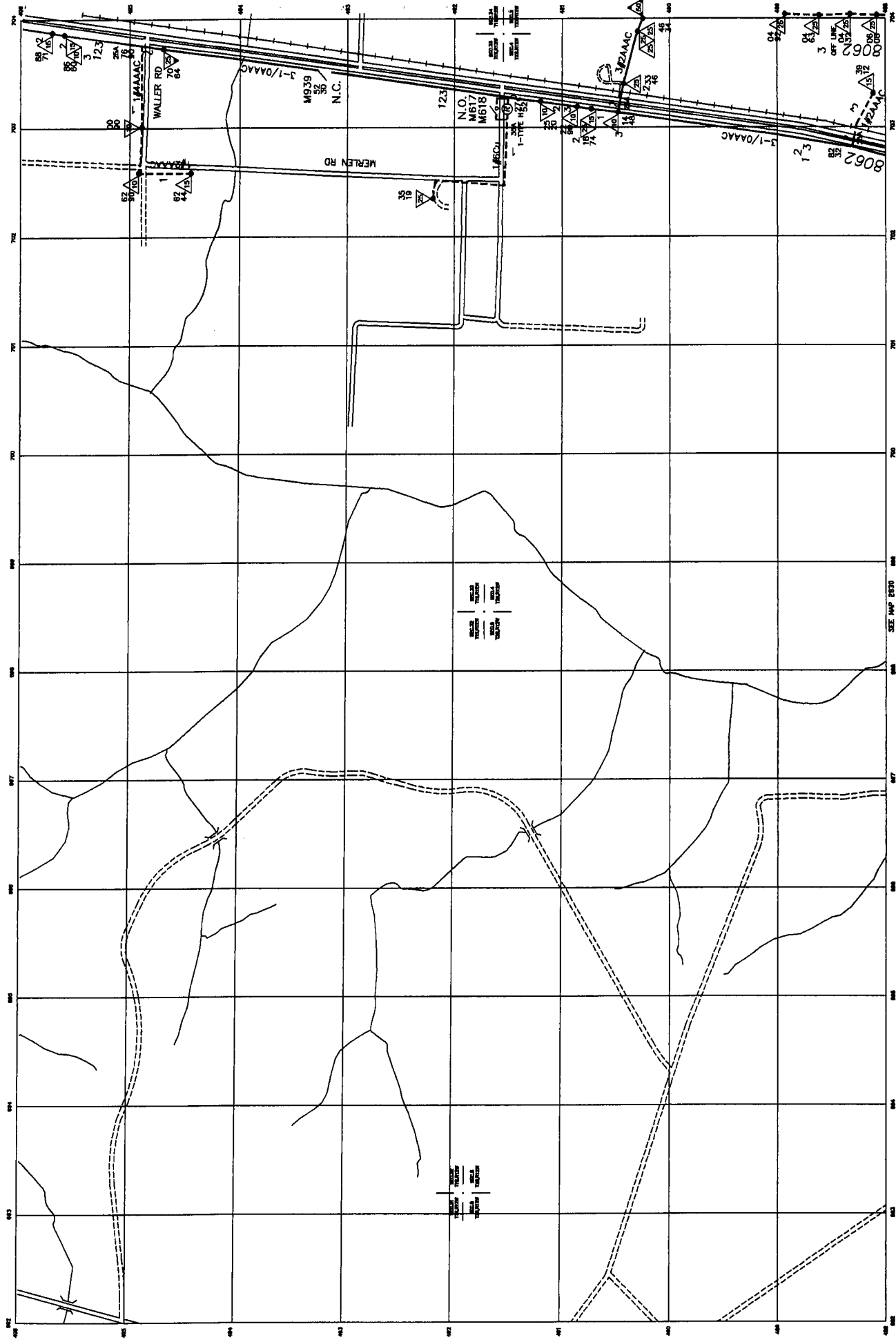
SYMBOL	DESCRIPTION
	THREE PHASE PRIMARY
	TWO PHASE PRIMARY
	ONE PHASE PRIMARY
	TRANSFORMER
	PAD MOUNT TRANSFORMER
	THREE PHASE RECLOSER
	ONE PHASE RECLOSER
	RECLOSER
	SWITCH
	FUSE SWITCH
	DISCONNECT
	PRIMARY METER
	PHASE
	CONDUCTOR OVERHEAD
	CONDUCTOR IN H
	CLOSED DELTA LINE & PHASE
	OPEN DELTA LINE & PHASE
	THREE PHASE LINE & PHASE
	TWO PHASE LINE & PHASE
	ONE PHASE LINE & PHASE



Gulf Power

DATE: 10/10/96
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]
 PROJECT: [Name]
 SHEET: [Number]

10/10/96
 2828NW



LEGEND

THREE PHASE PRIMARY	FLUE SWITCH	OPEN	RELAY
TWO PHASE PRIMARY	DISCONNECT	CLOSE	RELAY
ONE PHASE PRIMARY	SWITCH OPENED AT BREAK	RELAY	RELAY
TRANSFORMER	CAPACITOR, SWITCHED	RELAY	RELAY
PHASE TRANSFORMER	CAPACITOR, NOT SWITCHED	RELAY	RELAY
THREE PHASE RELAY	3-1 COORDINATE ALARM	RELAY	RELAY
ONE PHASE RELAY		RELAY	RELAY

PHASE CHANGE/STATUS

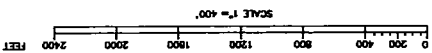
OPEN DELTA LINE AND TWO	RELAY
OPEN DELTA LINE AND THREE	RELAY
CLOSE DELTA LINE AND THREE	RELAY
WYE BULK DEL	RELAY
WYE BULK DEL	RELAY

SCALE 1" = 400'

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 2400 FEET

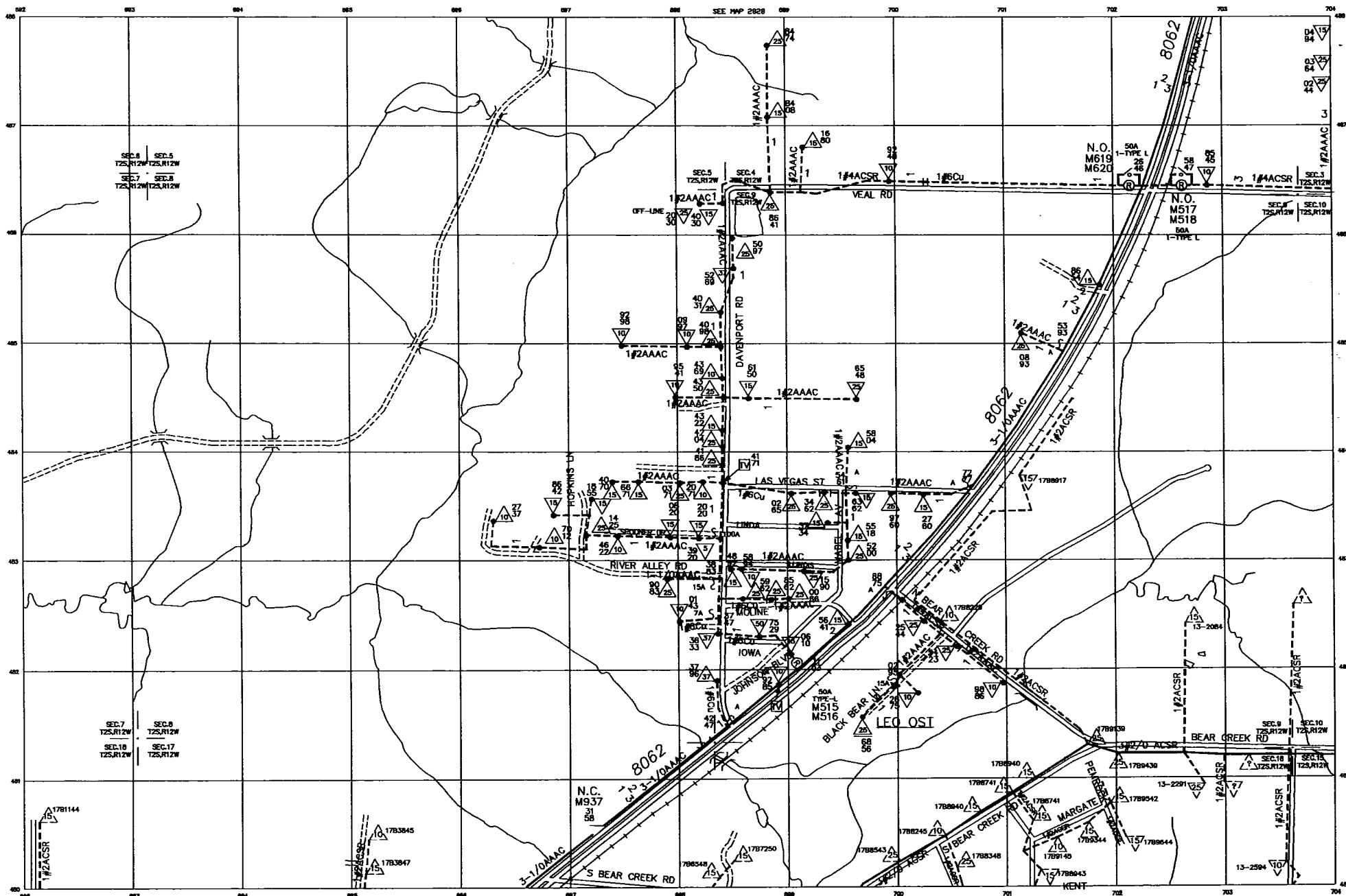
10/10/96

2828SW

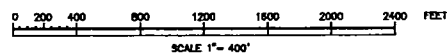


Gulf Power

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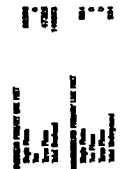
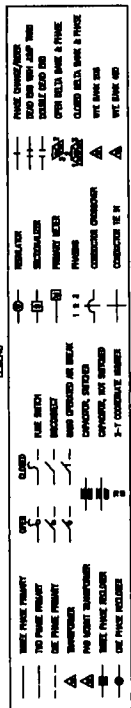
THREE PHASE PRIMARY	OPEN	CLOSED	RELAY	PHASE CHANGE/RESET
TWO PHASE PRIMARY	PHASE SWITCH	DISCONNECT	SECONDARY	DEAD END WITH JOINT THRU
ONE PHASE PRIMARY	DISCONNECT	DISCONNECT	PRIMARY METER	DOUBLE DEAD END
TRANSFORMER	DISCONNECT	DISCONNECT	PHASOR	OPEN DELTA BANK & PHASE
PHASE TRANSFORMER	DISCONNECT	DISCONNECT	PHASOR	CLOSED DELTA BANK & PHASE
THREE PHASE RELAY	DISCONNECT	DISCONNECT	PHASOR	WE BANK 200
ONE PHASE RELAY	DISCONNECT	DISCONNECT	PHASOR	WE BANK 400



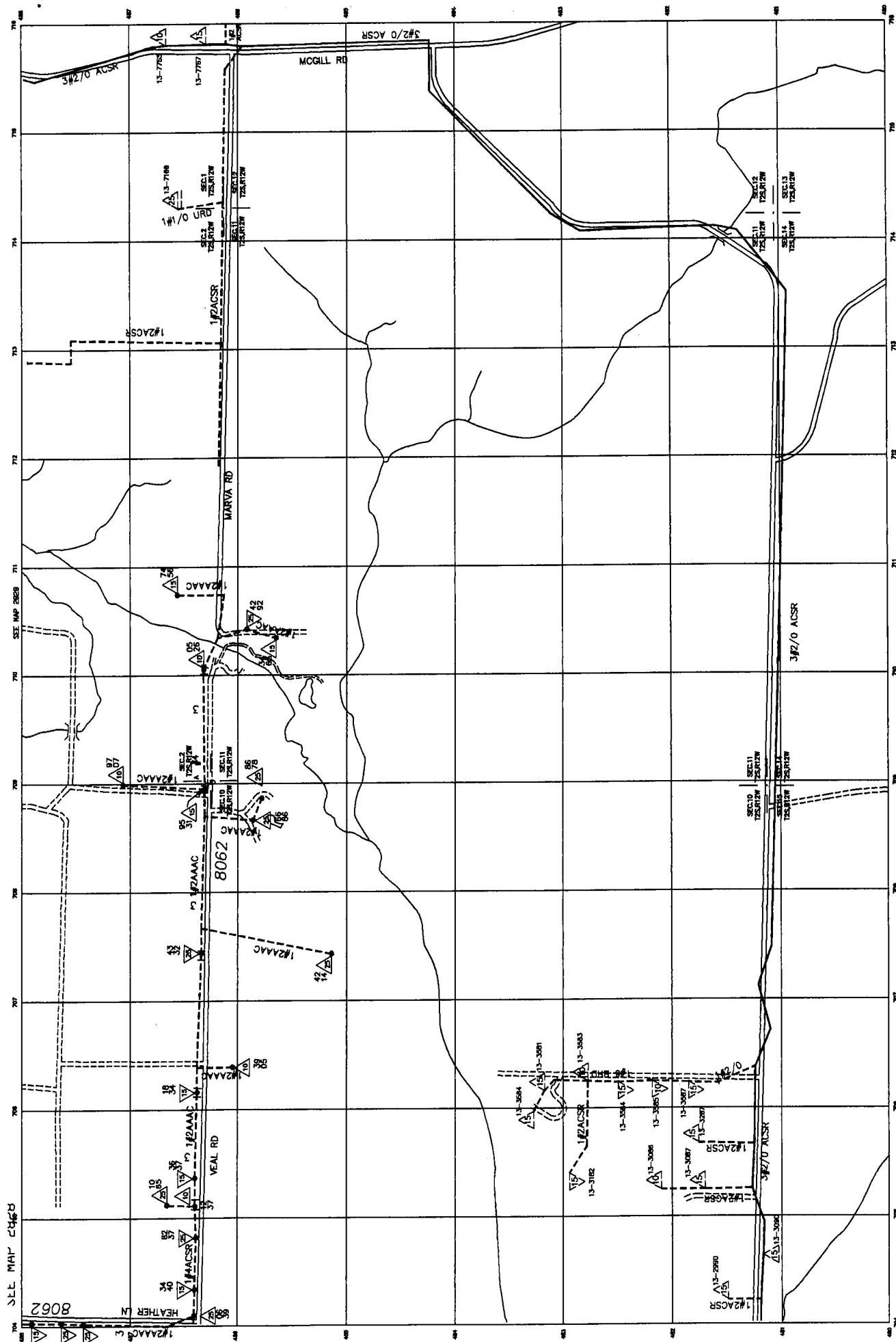
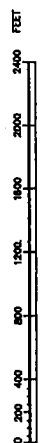
Gulf Power

OVERHEAD PRIMARY LINE FEET
 Single Phase 4
 Two Phase 4725
 Three Phase 14025
 Unbalanced Primary Line Feet
 Single Phase 124
 Two Phase 6
 Three Phase 6
 Total Unbalanced 136

10/10/96
 2830NW



10/10/96
2830SW

[illegible]

Gulf Power

[illegible]

10/10/96
2830NE

USDA - REA				BORROWER DESIGNATION			
FINANCIAL AND STATISTICAL REPORT				Florida 34 Bay			
INSTRUCTIONS - See REA Bulletin 1717B-3				PERIOD ENDED 31-Dec-94		REA USE ONLY	
PART F. ANALYSIS OF ACCUMULATED PROVISIONS FOR DEPRECIATION - TOTAL ELECTRIC PLANT							
ITEM	DISTRIBUTION PLANT (A)	GENERAL PLANT (B)	TRANSMISSION PLANT (C)	OTHER PLANT (D)			
1. Balance Beginning of Year.....	2,940,104	2,237,644	-0-	59,967			
2. Additions - Depreciation Accruals Charged to:							
a. Depreciation Expense.....	936,596	110,453	-				
b. Clearing Accounts and Others.....	-	227,979	-				
c. Subtotal (a + b).....	936,596	338,432					
3. Less - Plant Retirements:							
a. Plant Retired.....	551,634	120,184					
b. Removal Costs.....	222,570	-					
c. Subtotal (a + b).....	774,204	120,184					
4. Plus Salvaged Materials.....	52,734	7,885					
5. TOTAL (2c - 3c + 4).....	215,126	226,133					
6. Other Adjustments - Debit or Credit.....							
7. Balance End of Year (1 + 5 +/- 6).....	3,155,230	2,463,777	-0-	59,967			
PART G. MATERIALS AND SUPPLIES							
ITEM	BALANCE BEGINNING OF YEAR (A)	PURCHASED (B)	SALVAGED (C)	USED (NET) (D)	SOLD (E)	ADJUSTMENT (F)	BALANCE END OF YEAR (G)
1. Electric	344,609	795,650	40,317	887,243	817	+ 1,682	294,198
2. Other (155 + 156)	19,134	114,939	-	803	123,052	-	10,218
3. Ratio of Inventory Turnover-Electric Item 1d / $\frac{1a + 1g}{2}$ = ERR 2.78				4. Inventory - Electric as Percent of Total Utility Plant 1g X 100 = ERR .82 Item 42a, Part E			
PART H. SERVICE INTERRUPTIONS							
ITEM	AVERAGE HOURS PER CONSUMER BY CAUSE				TOTAL (E)		
	POWER SUPPLIER (A)	EXTREME STORM (B)	PREARRANGED (C)	ALL OTHER (D)			
1. Present Year	.0917	.5092	-	.7902	1.3911		
2. Five-Year Average	.2566	.7851	-	.7976	1.8393		
PART I. EMPLOYEE-HOUR AND PAYROLL STATISTICS							
1. Number of Full Time Employees	70		4. Payroll - Expensed	1,278,389			
2. Employee - Hours Worked - Regular Time	155,485		5. Payroll - Capitalized	647,218			
3. Employee - Hours Worked - Overtime	13,501		6. Payroll - Other	313,024			
PART J. PATRONAGE CAPITAL				PART K. DUE FROM CONSUMERS FOR ELECTRIC SERVICE			
ITEM	THIS YEAR (A)	CUMULATIVE (B)	1. AMOUNT DUE OVER 90 DAYS 172,594 2. AMOUNT WRITTEN OFF DURING YEAR 82,773				
1. General Retirement	138,619	1,447,277					
2. Special Retirements	85,378	635,954					
3. Total Retirements (1 + 2)	223,997	2,083,231					
4. Patronage Capital Assigned		9,506,959					
5. Patronage Capital Assignable		1,019,630					
PART L. KWH PURCHASED AND TOTAL COST							
ITEM (A)	REA USE ONLY SUPPLIER CODE (B)	KWH PURCHASED (C)	TOTAL COST (D)	AVERAGE COST PER KWH (cents) (E)	INCLUDED IN TOTAL COST		
Alabama Electric					FUEL COST ADJUSTMENT (F)	WHEELING AND OTHER CHARGES (for Credits) (G)	
Cooperative, Inc.		181,491,600	7,687,824	4.24	(126,326)		
Total				ERR			

GULF POWER COMPANY

CONTRACT FOR ELECTRIC SERVICE FOR RESALE
BY
GULF COAST ELECTRIC COOPERATIVE, INC.

This agreement made and entered into this 1st day of December 1947, by and between GULF POWER COMPANY, hereinafter referred to as the "Company", a corporation organized and existing under and by virtue of the laws of the State of Maine, and GULF COAST ELECTRIC COOPERATIVE, INC. hereinafter referred to as the "Consumer", an electric membership corporation organized and existing under and by virtue of the Laws of Florida.

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the parties hereto contract and agree with each other as follows: namely:

Terms:

1. The Company agrees to sell and deliver to the Consumer, and the Consumer agrees to purchase and receive from the Company, all of the electric energy, as hereinafter described, which the Consumer may require during the term of this agreement.

Service:

2. The electric energy to be supplied by the Company hereunder shall be what is commonly known as alternating current of approximately 60 cycles per second three phase, four wire, and delivered and metered at approximately 6900/11,950 V volts.

3. The Company agrees to deliver 400 kilovolt-ampere of said electric energy at a division switch on County road, running east from Highway Florida No. 20, at a point northeast of the intersection of sections 3, 4, 9, and 10 T3SE13W which is approximately one mile south of Bayou George.

Switching Station:

4. The Company shall install, own, and maintain all switching and protective equipment which may reasonably be necessary to enable the Consumer to receive and use the electric energy hereunder at line voltage and to protect the system of the Company. In no event shall there be a differential of more than 25% between the current flowing in any two phases at the time of the Consumers' maximum monthly demand. If such a differential of more than 25% shall occur, then the Consumer agrees to correct such excessive differential within 60 days after receipt of written notice from the Company.

The Company shall install, own, and maintain the necessary meters and metering equipment, and make all final connections to its system at the point of delivery.

Rate:

5. The Consumer hereby agrees to pay to the Company monthly for each month during the term of this contract, and every renewal thereof, for electric energy delivered to the Consumer by the Company at the rates and under the terms

and conditions set forth in Schedule "GRA-2" attached to and made a part of this Agreement.

Payment of Bills:

6. Meters shall be read by a representative of the Company regularly at intervals of approximately thirty (30) days, and bills for energy furnished hereunder shall be rendered by the Company to the Consumer monthly. Payment for all electric energy which shall be delivered under the provisions of this contract shall be payable at the office of the Company in the State of Florida within fifteen (15) days after the bill therefor shall have been mailed to the Consumer. If such due date falls on a Sunday or holiday, the bill shall be due on the next day following such Sunday or holiday.

Meter Adjustments:

7. Each meter used in determining the demand for or amount of electric energy supplied hereunder shall, by comparison with accurate standards, be tested and calibrated by the Company at intervals of not to exceed twelve (12) months. If a meter shall be found incorrect or inaccurate, it shall be restored to an accurate condition or a new meter shall be substituted.

8. The Consumer shall have the right to request that a special meter test be made at any time. If any test made at Consumer's request discloses that the meter tested is registering correctly, or within 2% of normal, Consumer shall bear the expense of such test. The expense of all other tests shall be borne by the Company.

9. The results of all such tests and calibrations shall be open to examination by the Consumer and a report of every test shall be furnished immediately to the Consumer. Any meter tested and found to be not more than 2% above or below normal shall be considered to be correct and accurate in so far as correction of billing is concerned. If as a result of any test, any meter is found to register in excess of 2% either above or below normal, then the readings of such meter previously taken for billing purposes shall be corrected according to the percentage of inaccuracy so found, but no such correction shall extend beyond ninety days previous to the day on which inaccuracy is discovered by such test.

10. For any period that a meter is found to have failed to register, it shall be assumed that the demand established, or electric energy delivered, as the case may be, during said period is the same as that for a period of like operation to be agreed upon by the parties hereto during which such meter was in service and operating.

Construction Standards:

11. The Consumer agrees that it will maintain unity power factor as nearly as practicable, and further agrees to construct and maintain its distribution lines in accordance with REA requirements but not less than specifications at least equal to those provided by the National Electric Safety Code of the United States Bureau of Standards.

Right of Access:

12. Each party will give all necessary permission to each other to

enable the agents of the other party to carry out this contract, and will give each other the right by their duly authorized agents and employees to enter the premises of the other at all reasonable times for the purposes of reading or checking meters; for inspecting, testing, repairing, renewing, or exchanging any or all of its equipment which may be located on the property of the other; or performing any other work incident to rendering the service hereby contracted for.

Continuity of Service:

13. In the event that the Company is delayed in the delivery of electric energy herein contracted for by strike, riot, invasion, fire, flood, explosion, breakdown, act of God, or the public enemy, or any cause beyond its control, the time fixed for the commencement of delivery of electric energy hereunder shall be correspondingly extended. The Company shall not be liable to the Consumer hereunder, nor shall the Consumer be liable to the Company hereunder, by reason of failure of the Company to deliver, or the Consumer to receive electric energy as the result of fire, strike, riot, explosion, flood, accident, breakdown, acts of God or the public enemy, interruptions incident to the construction or repair of the Company's facilities but such service interruption periods shall be mutually agreed upon in advance by the parties hereto, or other acts beyond the control of the party affected, it being the intention of each party to relieve the other of the obligation to supply energy or to receive and pay for energy when, as a result of any of the above mentioned causes, either party may be unable to deliver or use in whole or in part the electric energy herein contracted to be delivered or received. Both parties shall be prompt and diligent in removing and overcoming the cause or causes of said interruption, but nothing hereunder contained shall be construed as permitting the Company to refuse to deliver, or the Consumer to refuse to receive electric energy after the cause of interruption has been removed.

14. The Company does not guarantee that the supply of electric energy hereunder will be free from interruption, and it is agreed that interruption of the Company's service, occasioned by any of the causes mentioned in the foregoing paragraph, shall not constitute a breach of this contract on the part of the Company, and the Company shall not be liable to the Consumer for damages resulting therefrom. In the event of interruption to service the Company will restore the service as soon as it can reasonably do so, and will at all times exert itself toward the end of supplying as nearly constant service as is reasonably practicable. In case of impaired or defective service, the Consumer shall immediately give notice to the nearest office of the Company by telephone, confirming such notice in writing on the same date such notice is given.

Liability for Damage:

15. The electric energy supplied under this agreement is supplied upon the express condition that after it passes the metering equipment of the Company, or other point of delivery, it becomes the property of the Consumer and the Company shall not be liable for loss or damage to any person or property whatsoever, resulting directly or indirectly from the use, misuse, or presence of the said electric energy on the Consumer's premises, or elsewhere, after it passes the point of delivery to the Consumer, except where such loss or damage shall be shown to have been occasioned by negligence of the Company, its agents or employees, in operating and maintaining the Company's property used in supplying service

- 4 -

hereunder. The Consumer agrees to keep its lines, apparatus, appliances and all other equipment in a safe condition and will and does hereby agree to indemnify and save harmless the Company from the payment of any sum or sums of money to any person whomsoever, including attorney's fees and court costs, which it may be called upon to pay on account of damages to property or fatal or personal injuries to individuals resulting from or which may be in any way caused by the condition, operation and maintenance of the lines, apparatus, appliances and other equipment belonging to the Consumer. Provided, however, that this agreement to indemnify and save harmless the Company shall not apply to damages or injuries caused or contributed to by the negligence of the Company.

It is understood and agreed that the Consumer will deliver to the Company, at least fifteen (15) days prior to the beginning of service hereunder, a certified copy or duplicate original of an insurance policy, issued by a reputable insurance company authorized to do business in the State of Florida, jointly protecting and indemnifying the Company and the Consumer against all liability and expense on account of claims and suits for injuries or damages to persons or property arising out of the service rendered to or by the Consumer, as follows:

(a) Public liability insurance in the amount specified in the mortgage contract between the Consumer and the United States of America, but in no event less than \$25,000 for injuries, including wrongful death to any one person and, subject to the same limit for each person, in an amount not less than \$50,000 for injuries, including wrongful death to two or more persons on account of one accident.

(b) Property damage insurance in the amount specified in the mortgage contract between the Consumer and the United States of America, but in no event less than \$10,000 to cover damages to one person's property or arising out of any one accident for injuries to more than one person's property.

The Consumer agrees to pay all premiums and other charges due on said policies and keep said policies in force during the entire life of this contract. Provided, however, that the Company agrees to pay that part of the premiums on the above policies which is in excess of the amount that the Consumer would be charged if it were the sole beneficiary thereunder.

Duplication of Facilities:

16. Neither party shall duplicate the other's facilities except in so far as such duplication shall be necessary in order to transmit electrical energy between unconnected points on its lines. When such duplicating facilities are so constructed they shall not be used by the party owning them to serve existing customers served by or prospective customers immediately adjacent to the existing facilities of the other party. Neither party shall distribute or furnish electrical energy to any one who, at the time of the proposed service, is receiving electrical service from the

- 5 -

other party, or to any farm, residential or commercial customer whose premises are capable of being served by the existing facilities of the other without extension of its distribution system beyond a distance of two-tenths of a mile.

Resale:

17. The electric energy purchased by the Consumer from the Company shall be distributed by the Consumer solely to ultimate users and such energy shall not be sold or offered for sale by the Consumer to any person, firm, municipal or other corporation or association for subsequent resale.

Service to Towns:

18. Neither the Consumer nor the Company shall furnish or offer to furnish electric energy to any premises within the limits of an incorporated town in or to which the other supplies such service, except where the other refuses to furnish such service, or where it is mutually agreed in writing that the Consumer or the Company may furnish such service.

19. Whenever the Consumer has violated any of the terms of this contract, or has failed to pay any bill accruing under this contract on or before the fifteenth day after the due date of such billing, the Company may discontinue the supply of electric energy, provided at least fifteen (15) days written notice has been given of such intention to discontinue the service, unless the Consumer shall correct such violation or shall pay such bill, before the expiration of such fifteen (15) days notice.

Term of Agreement:


20. This agreement shall become effective on the date first above written, or in the case of a new connection on the date of connection of the system of the Company to the system of the Consumer, and shall remain in effect for a period of five years from the said date and thereafter, from year to year, unless and until at least six months prior to the expiration of the initial five year period, or any subsequent year, either party shall notify the other in writing of its desire to terminate the agreement on the expiration of the period or year.

21. All previous communications between the parties hereto, both verbal and written, with reference to the subject matter of this agreement, will be abrogated when the parties execute this agreement, and no modification hereof shall be binding unless it shall be in writing duly accepted by the Consumer and approved by an officer of the Company.


- 6 -

IN WITNESS WHEREOF; The Parties hereto have caused this instrument to be executed by their respective authorized officials.

GULF COAST ELECTRIC COOPERATIVE, INC.

By: 
President

Attest:


Secretary

GULF POWER COMPANY

By: 
Vice President & General Manager

Attest:


Secretary

SERVICE CLASSIFICATION "GRA-2"
Service to Rural Cooperative Associations for Resale

APPLICABILITY

Applicable for service to rural cooperative or rural membership associations (organized under the laws of the State of Florida) for resale to Association members. This schedule shall apply separately to each individual delivery point.

AVAILABILITY

Available from the interconnected system of the Company at the voltage of the available local distribution lines of the Company and the standard secondary voltage of its substation transformers for the locality in which the service is to be rendered when sufficient capacity is available for the required service.

NET MONTHLY RATE

For the first 100 kwh per kva of billing demand:
1.5¢ per kwh for the first 50,000 kwh; plus
1.3¢ per kwh for all over 50,000 kwh.
For the next 100 kwh per kva of billing demand:
.6¢ per kwh for the first 100,000 kwh; plus
.5¢ per kwh for all over 100,000 kwh.
For all over 200 kwh per kva of billing demand:
.4¢ per kwh for all such excess.

Provided, however, that not less than the number of kwh equivalent to 50 times the number of actual customers of all classes served for the preceding month, based upon statements to be furnished the Company each month by the Association, shall be billed at .4¢ per kwh.

When the substation required for reducing the voltage below 44,000 volts is owned, operated and maintained by the Association, the monthly bills for service rendered hereunder shall be subject to a discount based upon the Consumer's billing demand for the current month of

40¢ per kva for the first 150 kva; plus
20¢ per kva for the next 150 kva; plus
10¢ per kva for all over 300 kva.

DETERMINATION OF BILLING DEMAND

The kilovolt-ampere demand shall be based upon the Customer's maximum integrated fifteen-minute demand during each service month provided that such demand shall not be less than seventy-five per cent (75%) of the demand established during any of the eleven preceding months, nor less than fifty (50) kva.

MINIMUM MONTHLY CHARGE

The total monthly charge for service hereunder shall not be less than \$1.50 per kva of billing demand, nor less than .65¢ per kilowatt-hour.

TAX PROVISIONS

In addition to the rates and charges stated above, there shall be added any state sales tax and any new or additional tax imposed upon the Company, subsequent to January 1, 1947, by any governmental authority upon the service rendered under the contract to which this rate schedule is attached and made a part thereof by reference.

FERC Electric Tariff
Second Revised Volume No. 1
(Supersedes FPC Electric Tariff
First Revised Volume No. 1)

Original Sheet No. 23A

13. Commission Regulation

Nothing contained herein shall be construed as affecting in any way the right of the party furnishing service under this rate schedule to unilaterally make application to the Federal Energy Regulatory Commission for a change in rates, charges, classification, or service, or any rule, regulation, or contract relating thereto, under Section 205 of the Federal Power Act and pursuant to the Commission's Rules and Regulations promulgated thereunder. Nothing contained herein shall be construed as affecting in any way a Customer's right under this rate schedule to make application to the Federal Energy Regulatory Commission for a change in rates, charges, classification, or service, or any rule, regulation, or contract relating thereto, under Section 206(a) of the Federal Power Act and pursuant to the Commission's Rules and Regulations promulgated thereunder.

14. Duplication of Facilities

In order to achieve the economies inherent in avoidance of

Issued By: E. L. Addison
President - Gulf Power Company
Issued On: June 15, 1979

Effective: November 1, 1977

FERC Electric Tariff
Second Revised Volume No. 1
(Supersedes FPC Electric Tariff
First Revised Volume No. 1)

Original Sheet No. 24

unnecessary duplication of facilities, neither party shall duplicate the other's facilities except insofar as provided herein.

Duplication may be necessary in order to transmit electrical energy between unconnected points on a party's lines. When such duplicating facilities are so constructed they shall not be used by the party owning them to serve existing customers served by or prospective customers immediately adjacent to the existing facilities of the other party.

Neither party, unless ordered to do so by a properly constituted regulatory authority, shall distribute or furnish electric energy within the corporate limits of any town or city, as such limits were delineated on July 1, 1972, where the other party is the sole supplier of electric energy as of July 1, 1972. In the event that the corporate limits of a town or city served by a sole supplier are extended subsequent to July 1, 1972 and such extension includes an area then served by the facilities of another party the foregoing sentence shall not apply to such extended area. The party whose facilities are then incorporated within the extended corporate limits may continue to serve customers served on the date of the extension and, subject to limits expressed below, may also serve new customers within the extended area.

Nothing contained herein shall prohibit the parties from exchanging facilities by mutual agreement.

Neither party, unless ordered to do so by a properly constituted regulatory authority, shall distribute or furnish electrical energy to anyone who, at the time of the proposed service, is receiving electrical service from the other party or whose premises is capable of being served by the existing facilities of the other without extension of its distribution system

Issued By: E. L. Addison
President - Gulf Power Company
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FERC Electric Tariff
Second Revised Volume No. 1
(Supersedes FPC Electric Tariff
First Revised Volume No. 1)

Original Sheet No. 25

beyond a distance of 500 feet if the premises to be served is located within the corporate limits of any town or city in which both parties are serving, or beyond a distance of 1,000 feet if the premises to be served is located in an area which has not been incorporated within the limits of any town or city; provided, however, that either the Company or the Customer shall have the right to serve direct any unserved or new customer located in such areas having a demand of 300 kilovolt-amperes or more.

Issued By: E. L. Addison
President - Gulf Power Company
Issued On: June 15, 1979

Effective: November 1, 1977



GULF COAST ELECTRIC COOPERATIVE, INC.

P. O. BOX 217 • WEWAHITCHKA, FLORIDA 32465 • PHONE (904) 639-2216

DISTRICT OFFICE

P. O. BOX 8368 • SOUTHPORT, FLORIDA 32409 • PHONE (904) 265-5272

RESOLUTION

RESOLVED, That the Board of Directors of Gulf Coast Electric Cooperative, Inc. do and hereby authorizes the termination of electric service from Gulf Power Company at the Gaskin Delivery Point on June 1, 1981.


President

AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF ESCAMBIA)

Docket No. 930885-EU

Before me the undersigned authority, personally appeared William C. Weintriitt who being first duly sworn, deposes, and says that he is the Power Delivery Manager for Gulf Power Company, a Maine corporation, that the foregoing is true and correct to the best of his knowledge, information, and belief. He is personally known to me.


William C. Weintriitt
Power Delivery Manager

Sworn to and subscribed before me this 14th day of October,
1996.


Notary Public, State of Florida at Large



LINDA C. WEBB
Notary Public-State of FL
Comm. Exp: May 31, 1998
Comm. No: CC 362703

EXH
7

REQUEST:

To provide all distribution outage time and number of customers for calendar year 1991 for any map on which the FPSC staff in its Third Set of Interrogatories described a boundary line.

Answer:

MAP #	INTERROGATORY QUESTION #	CUMULATIVE MINUTES OF INTERRUPTION	CUSTOMERS SERVED	MINUTES OF INTERRUPTION PER CUSTOMER SERVED
2218 SE	22	300	5	60.00
2218 SW	22	1,080	12	90.00
2218 NW	22	2,040	20	102.00
2220	22	4,500	50	90.00
2221	22	1,290	17	75.88
2320	22, 27	800	5	160.00
2321	22, 27	1,720	14	122.86
2420	27	21,475	169	127.07
Washington County		33,205	292	113.72
2828 NE	32, 37, 42	*12,249	39	314.08
2828 NW	32, 37, 42	*25,246	81	311.68
2830 NW	47, 52	*34,366	110	312.42
2433	77	8,470	209	40.53
2533	77	1,630	36	45.28
2534	67, 72, 77	11,260	295	38.17
2632	57	1,040	23	45.22
2633	57, 62	12,243	329	43.29
2634	67	6,758	133	50.81
Bay County		115,262	1,255	91.84
TOTAL		148,467	1,547	95.97

*54,967 minutes of interruption time of the 71,861 minutes shown on these three maps are due to a single OCR outage resulting from a vehicle hitting our pole.

92,479
FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 930885-EU EXHIBIT NO 7
COMPANY/
WITNESS: 6
DATE: 4-29-97

REQUEST:

To provide all distribution outage time and number of customers for calendar year 1992 for any map on which the FPSC staff in its Third Set of Interrogatories described a boundary line.

Answer:

MAP #	INTERROGATORY QUESTION #	CUMULATIVE MINUTES OF INTERRUPTION	CUSTOMERS SERVED	MINUTES OF INTERRUPTION PER CUSTOMER SERVED
2218 SE	22	600	5	120.00
2218 SW	22	720	15	48.00
2218 NW	22	720	25	28.80
2220	22	3,780	53	71.32
2221	22	1,260	14	90.00
2320	22, 27	540	6	90.00
2321	22, 27	1,630	16	101.88
2420	27	*37,450	173	216.47
Washington County		46,700	307	152.12
2828 NE	32, 37, 42	2,846	43	66.19
2828 NW	32, 37, 42	5,191	83	62.54
2830 NW	47, 52	7,491	113	66.29
2433	77	15,609	215	138.13
2533	77	2,960	36	82.22
2534	67, 72, 77	20,469	315	64.98
2632	57	1,722	26	66.23
2633	57, 62	27,227	333	81.76
2634	67	9,563	147	65.05
Bay County		93,078	1,311	71.00
TOTAL		139,778	1,618	86.39

*15,570 minutes of interruption time of the 37,450 minutes shown on this map are due to a single feeder outage resulting from a substation regulator failure.

EXHIBIT NO. 8

DOCKET NO: 930885-EU

WITNESS: WILLIAM C. WEINTRITT

PARTY: GULF POWER COMPANY

DESCRIPTION: SUMMARY OF RESPONSES TO
STAFF'S INTERROGATORIES,
NUMBERS 23, 28, 33, 38, 43,
48, 53, 58, 63, 68, 73, 78

PROFFERING PARTY: STAFF

92,479
FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 930885-EU EXHIBIT NO. 8
COMPANY:
WITNESS:
DATE 4-29-97

**Summary of Gulf Power Company's Responses
to Staff's Interrogatories
Numbers 23, 28, 33, 38, 43, 48, 53, 58, 63, 68, 73, 78**

Area 1: Washington County

Hwy 279 - Hwy 77 northward past Holmes Valley Rd.
(Interrogatory 23)

Distribution Line Initially Installed

Maps	Year	Phases
2321	1971	3
2221	1971	3
2220	1971	3
2218SE	1971	3
2218SW	1971	3
2218NW	1971	3
2320	1971	3

Area 2: Washington County

Hwy 77 - from Hwy 279 northward to Voltaire Dr.
(Interrogatory 28)

Maps	Year	Phases
2321	1971	3
2320	1971	3
2420	1971	3

Area 3: Bay County

First St. approx. 900 ft. west of Hwy 231 in Youngstown
(Interrogatory 33)

Maps	Year	Phases
2828NE	1940	3
2828NW	1982	1

Area 4: Bay County

Second St. approx. 900 ft. west of Hwy 231 in Youngstown
(Interrogatory 38)

Maps	Year	Phases
2828NE	1940	3
2828NW	1984	1

Area 5: Bay County

Fourth St. approx. 900 ft. west of Hwy 231 in Youngstown
(Interrogatory 43)

Maps	Year	Phases
2828NE	1940	3
2828NW	1984	1

Area 6: Bay County

Along Hwy 231 North of Bear Creek Road
(Interrogatory 48)

Maps	Year	Phases
2830NW	1940	3

**Summary of Gulf Power Company's Responses
to Staff's Interrogatories
Numbers 23, 28, 33, 38, 43, 48, 53, 58, 63, 68, 73, 78**

Area 7: Bay County

Along Bear Creek Road East of Hwy 231
(Interrogatory 53)

Distribution Line Initially Installed

Maps	Year	Phases
2830NW	1964	1

Area 8: Bay County
(Interrogatory 58)

Along Coe Road at Wendy Road and Eastward

Maps	Year	Phases
2632	1967	1
2633	1967	1

Area 9: Bay County
(Interrogatory 63)

Along GPC's Transission R/W at Bayou George Rd.

Maps	Year	Phases
2633	1977	1

Area 10: Bay County
(Interrogatory 68)

Along John Pitts Road Eastward from Hwy 231

Maps	Year	Phases
2534	1946	1
2634	1946	1

Area 11: Bay County
(Interrogatory 73)

Along Titus Road Westward from Hwy 231

Maps	Year	Phases
2534	1962	1

Area 12: Bay County
(Interrogatory 78)

Along SR. 77A Northward from High Point Road

Maps	Year	Phases
2534	1961	3
2533	1961	3
2433	1961	3

*probably
not
correct*

EXHIBIT NO. 9

DOCKET NO: 930885-EU

WITNESS: WILLIAM C. WEINTRITT

PARTY: GULF POWER COMPANY

DESCRIPTION: RESPONSE TO STAFF'S INFORMAL
DATA REQUEST DATED MAY 24,
1996

PROFFERING PARTY: STAFF

92,479
FEDERAL BUREAU OF INVESTIGATION
930885-EU 9
DATE 4-29-97

1. Identification of the number of customers, energy sales, and demand by customer class on an annual basis for the most recent five year period in the disputed area.

ANSWER:

	<u>Residential</u>	<u>Commercial</u>	<u>Industrial</u>	<u>Total</u>
1995				
Energy (in kWh)	17,203,998	8,184,765	1,589,568	26,978,331
Demand (in KW)	11,469	2,533	761	14,763
Customers	1,155	208	5	1,368
1994				
Energy (in kWh)	15,650,263	7,690,199	1,709,824	25,050,286
Demand (in KW)	8,702	2,314	750	11,766
Customers	1,111	200	5	1,316
1993				
Energy (in kWh)	14,729,901	7,313,196	1,564,416	23,607,513
Demand (in KW)	9,451	2,178	796	12,425
Customers	1,061	193	5	1,259
1992				
Energy (in kWh)	13,751,742	6,422,229	1,705,120	21,879,091
Demand (in KW)	9,313	1,912	766	11,991
Customers	1,006	184	5	1,195
1991				
Energy (in kWh)	13,230,982	5,517,492	1,444,400	20,192,874
Demand (in KW)	8,280	1,930	684	10,894
Customers	946	173	5	1,124

Note: Demand (in KW) estimates are based on usage (in kWh) for non-demand customers plus actual demand readings for demand customers during Gulf Power Company's summer peak month for each respective year.

2. Estimate of the number of customers, energy sales, and demand by customer class on an annual basis for the next five years in the disputed area.

ANSWER:

	<u>Residential</u>	<u>Commercial</u>	<u>Industrial</u>	<u>Total</u>
1996				
Energy (in kWh)	18,371,512	9,033,831	5,307,285	32,712,628
Demand (in KW)	11,562	2,795	1,461	15,818
Customers	1,214	218	6	1,438
1997				
Energy (in kWh)	19,618,363	9,971,368	5,680,242	35,269,973
Demand (in KW)	12,381	3,093	1,638	17,112
Customers	1,276	228	7	1,511
1998				
Energy (in kWh)	20,949,947	11,006,603	9,137,048	41,093,598
Demand (in KW)	13,223	3,416	2,307	18,946
Customers	1,341	239	8	1,588
1999				
Energy (in kWh)	22,372,026	12,149,727	9,178,433	43,700,186
Demand (in KW)	14,123	3,770	2,326	20,219
Customers	1,410	250	8	1,668
2000				
Energy (in kWh)	23,890,755	13,411,993	9,579,164	46,881,912
Demand (in KW)	15,083	4,162	2,514	21,759
Customers	1,482	262	9	1,753

3. Description and itemization of the net book value (current replacement cost minus depreciation at 30-year straight line depreciation rates) of existing and new facilities that are to be added within the next five years in the counties where the disputed areas are located. The description should include the following:
- a. transmission facilities;
 - b. distribution facilities;
 - c. distribution service facilities;
 - d. customer service facilities; and,
 - e. generation or purchased power needed to serve the disputed areas for the next ten (10) years.

ANSWER:

Values given are original cost (depreciated) for facilities in Bay and Washington Counties which include the areas identified by staff as disputed areas.

See attached.

<u>Original Cost:</u>	<u>Bay County</u>	<u>Washington County</u>	<u>Total</u>
Transmission	28,486,981.37	2,244,667.82	30,731,649.19
Distribution	98,825,186.41	14,593,422.02	113,418,608.43
General Plant	8,150,286.74	1,912,809.82	10,063,096.56
Total	135,462,454.52	18,750,899.66	154,213,354.18
<u>Depreciation Reserve - Ad Valorem Method</u>			
Transmission	11,640,930.72	919,341.29	12,560,272.01
Distribution	32,321,519.93	4,767,926.08	37,089,446.01
General Plant - Foot Note (A)	2,129,871.11	499,097.86	2,628,968.97
Total	46,092,321.76	6,186,365.23	52,278,686.99
<u>Original Cost Net of Depreciation:</u>			
Transmission	16,846,050.65	1,325,326.53	18,171,377.18
Distribution	66,503,666.48	9,825,495.94	76,329,162.42
General Plant - Foot Note (A)	6,020,415.63	1,413,711.96	7,434,127.59
Total Net	89,370,132.76	12,564,534.43	101,934,667.19

Foot Note (A)
Included in General Plant are the
following Building and Land/Site Costs:

		Original Cost		
		Land	Building	Total
Bay County				
Eastern Division Headquarters		259,405.61	4,243,605.77	4,503,011.38
Minor Repair			330,391.36	330,391.36
Beach Satellite		289,934.50	735,452.55	1,025,387.05
Highland Pole Yard			18,097.31	18,097.31
	Balance 12/95	549,340.11	5,327,546.99	5,876,887.10
Washington County				
Chipley Office		99,213.44	1,268,762.25	1,367,975.69
	Balance 12/95	99,213.44	1,268,762.25	1,367,975.69
		Building Ad Valorem Reserve Balance		
		Land	Building	Total
Bay County				
Eastern Division Headquarters			1,108,958.94	1,108,958.94
Minor Repair			86,339.42	86,339.42
Beach Satellite			192,191.91	192,191.91
Highland Pole Yard			4,729.27	4,729.27
	Total		1,392,219.54	1,392,219.54
Washington County				
Chipley Office			331,050.44	331,050.44
	Total		331,050.44	331,050.44
		Net Book		
		Land	Building	Total
Bay County				
Eastern Division Headquarters		259,405.61	3,134,646.83	3,394,052.44
Minor Repair		0.00	244,051.94	244,051.94
Beach Satellite		289,934.50	543,260.64	833,195.14
Highland Pole Yard		0.00	13,368.04	13,368.04
	Total Net	549,340.11	3,935,327.45	4,484,667.56
Washington County				
Chipley Office		99,213.44	937,711.81	1,036,925.25
	Total Net	99,213.44	937,711.81	1,036,925.25

Gulf Power Company
Projected Plant Additions for Washington and Bay Counties
(Dollars in Thousands)

Description	<u>1996</u>	<u>1997</u>	<u>1998</u>	<u>1999</u>	<u>2000</u>
Transmission Facilities	\$744	\$229	\$990	\$454	\$700
Distribution Facilities	5,470	5,621	5,476	5,499	5,787
General Plant	45	15	0	0	26
	<u>\$6,259</u>	<u>\$5,865</u>	<u>\$6,466</u>	<u>\$5,953</u>	<u>\$6,513</u>

- 3e. The Company is not planning to construct new capacity on its system until 2003, at which time it will install a combustion turbine. In 1999, Gulf plans to purchase power on the open market meet our needs until the combustion turbine capacity is added.

Gulf's current cost of embedded capacity is roughly \$29.76 per kW-year and will decline at a rate of 1.6% per year. It is estimated that Gulf can acquire purchased power on the open market in 1999 at a cost of \$21 per kW-year over the four year term. Gulf's estimated cost to install combustion turbine capacity in 2003, on an economic carrying cost (ECC) basis is \$35.07, which includes fixed O&M, fuel inventory, and capital additions adders. The attached table contains the cost to serve the demand in the disputed area by each of these resources.

ANNUAL ESTIMATED COSTS OF GENERATION OR
PURCHASE POWER TO MEET THE DEMAND IN THE DISPUTED AREA

(1) <u>YEAR</u>	(2) KW DEMAND SERVED BY EXISTING <u>GENERATION</u>	(3) COST OF EXISTING <u>GENERATION</u>	(4) KW DEMAND SERVED BY <u>PURCHASES</u>	(5) COST OF <u>PURCHASES</u>	(6) KW DEMAND SERVED BY COMBUSTION <u>TURBINE</u>	(7) COST OF COMBUSTION <u>TURBINE</u>	(8) TOTAL COST OF <u>CAPACITY</u>
1996	15,818	\$471,218.22	0	\$0.00	0	\$0.00	\$471,218.22
1997	17,112	\$501,738.66	0	\$0.00	0	\$0.00	\$501,738.66
1998	18,946	\$546,764.89	0	\$0.00	0	\$0.00	\$546,764.89
1999	18,946	\$538,154.42	1,273	\$26,733.00	0	\$0.00	\$564,887.42
2000	18,946	\$529,679.55	2,813	\$59,073.00	0	\$0.00	\$588,752.55
2001	18,946	\$521,338.14	4,379	\$91,959.00	0	\$0.00	\$613,297.14
2002	18,946	\$513,128.09	5,972	\$125,412.00	0	\$0.00	\$638,540.09
2003	18,946	\$505,047.33	0	\$0.00	6,074	\$212,998.49	\$718,045.82
2004	18,946	\$497,093.83	0	\$0.00	6,177	\$216,619.46	\$713,713.29
2005	18,946	\$489,265.58	0	\$0.00	6,282	\$220,301.99	\$709,567.57

4. Summarization of customer complaints in the counties in which the disputed areas are located for the past five (5) years. The summary should include the date of the complaint and any recurring complaints of a similar nature by the same complainant; the location and the nature of the complaint; and the corrective action taken by the company. The name of the complainant need not be specified.

ANSWER:

See attached.

	<u>Date of Complaint</u>	<u>Town</u>	<u>Nature</u>	<u>Corrective Action</u>
1.	10/03/94	Panama City	Billing	GPC supervisor talked with customer and explained to her the importance of keeping late payment arrangements to her service would not be interrupted.
2.	02/20/96	Panama City	Billing	Customer asked for credit for outdoor lights for two months when she meant to ask for three months. Credits were transferred to the account she requested.
3.	12/11/95	Chipley	Momentary Outages	Conductor failed because it had been damaged by lightning and subjected to very high tension as the temperature dropped into the twenties.
4.	06/14/95	Chipley	Service	Due to a storm with heavy winds and severe lightning and rain, we had trouble over a wide area, called crews in to repair the outages.
5.	06/08/95	Panama City	Billing/ Disconnect	GPC supervisor discussed with the customer that he was only billed for services that he received benefit from.
6.	03/15/95	Vernon	High Bill	Meter tested, meter accurate with the FPSC standards.
7.	02/20/95	Panama City	Billing/ Disconnect	GPC supervisor discussed the general billing sequence on the customer's account with the customer.
8.	12/14/94	Lynn Haven	Billing/ Disconnect	GPC supervisor discussed the collection fee process with the customer
9.	10/03/94	Panama City	Billing	GPC supervisor discussed the \$.78 discrepancy with the customer
10.	09/22/94	Panama City	Billing	GPC supervisor discussed the outstanding bill with customer

	<u>Date of Complaint</u>	<u>Town</u>	<u>Nature</u>	<u>Corrective Action</u>
11.	08/30/94	Panama City	Disconnect Notice	GPC supervisor discussed with customer that the disconnect notice and his payment crossed in the mail.
12.	08/22/94	Lynn Haven	Disconnect Notice	GPC supervisor discussed with the customer the disconnect notice and assured her that her service would not be cut since payment was received.
13.	08/10/94	Panama City	Billing	GPC supervisor discussed with the customer the expectations in a roommate situation when one does not keep payment arrangements.
14.	05/27/94	Chipley	Billing	GPC supervisor discussed bill with the customer and an adjustment was made.
15.	05/12/94	Panama City	Leaning Pole	GPC supervisor discussed with the customer the local water and sewer department had been installing taps for new townhouses next door causing the pole to lean. The pole could not be straightened and was relocated.
16.	02/25/94	Panama City	High Bill	GPC supervisor discussed with customer that the meter was checked and was within the FPSC standards. Arrangements were made to have a Marketing Representative contact customer to have an energy audit performed.
17.	02/23/94	Panama City	High Bill	GPC supervisor discussed with the customer the concerns of an increase in her electric bill. Supervisor offered to have the meter re-read, meter test, and energy audit. Customer declined all services offered.
18.	12/20/93	Vernon	Tree Trimming	GPC supervisor talked to customer and was told the line service supervisor and the tree trim coordinator both inspected the tree and it had been trimmed properly and there is more than adequate clearance for our lines.

	<u>Date of Complaint</u>	<u>Town</u>	<u>Nature</u>	<u>Corrective Action</u>
19.	07/27/93	Lynn Haven	Billing	GPC supervisor talked with customer. Customer did not communicate an address change. A duplicate bill was mailed to customer.
20.	07/23/93	Panama City	Disconnect	GPC supervisor talked with customer about the reason she was disconnected, discussed the deposit policy as well as our efforts to curtail uncollectible expense.
21.	06/29/93	Panama City	Billing/ Disconnect	GPC supervisor talked with customer and assured him we had received his additional deposit that we had requested.
22.	05/19/93	Panama City	Service	GPC supervisor explained to customer that in 1988 a policy was implemented that mobile homes be inspected by the Bay County Electrical Inspection Department prior to having electric service connected by Gulf.
23.	12/18/92	Panama City	Disconnect	GPC supervisor talked with customer and arrangements were made to pay the past due amount.
24.	10/01/92	Panama City	Billing	GPC supervisor talked with customer and went over their payment history and explained the difference between regular bill and a disconnect warning.
25.	07/27/92	Panama City	High Bill	GPC supervisor talked with customer, a re-read was performed and the original reading was correct. Arrangements were made to ease the burden of payment.
26.	07/10/92	Bonifay	Tree Trimming	GPC supervisor talked with customer and Asplundh management on procedures for tree trimming.

	<u>Date of Complaint</u>	<u>Town</u>	<u>Nature</u>	<u>Corrective Action</u>
27.	04/24/92	Panama City	Tree Trimming	GPC supervisor talked with customer and discussed the tree trimming that was done to three trees not on customers' property but on the city's right-of-way, growing into a three phase primary line. This trimming was in accordance with NESC and ANSI Standards.
28.	02/21/92	Chipley	High Bill	GPC supervisor had meter re-read. It fell in line with first reading. Meter tested, tested within the FPSC guidelines. Payment arrangements were offered to customer.
29.	02/13/92	Springfield	Billing	GPC supervisor talked with customer and payment arrangements were made.
30.	01/29/92	Panama City	Tree Trimming	GPC supervisor talked with customer to discuss the situation and decided that the line would be redesigned to correct the encroachment.
31.	01/09/92	Panama City	Service	GPC supervisor talked with customer and explained that in the interest of safety and facility access he needs to either move his mobile home (that obstructed access by our trucks to our service pole which serves other customers) or pay a relocation fee.

5. A Distribution Service Reliability Report for the company's facilities within the disputed areas for the most recent twelve month period available. (Refer to Rules 25-6.004 and 25-6.0455, Florida Administrative Code)

ANSWER:

1995 Distribution Service Reliability Report for Gulf Power Company's Eastern Districts (including Panama City, Chipley, and surrounding areas)

A) Total number of service interruptions (N) = 1,298

B) Number of outages categorized by cause:

CAUSE *	OVERHEAD	UNDERGROUND
Tree	190	-
Wind	67	-
Lightning	336	9
Vehicle	42	4
Animal	192	-
Deterioration	137	42
Contamination	27	5
Overload	48	3
Loose Connection	21	1
Vandalism	1	-
Dig-In	-	9
Other	144	20

C) Average length of service interruptions (L-Bar) = 83.02 min.

D) The Eastern Districts' feeders included in Gulf Power Company's highest 3% of feeder breaker interruptions are as follows:

FDR NO.	SUBSTATION	GENERAL LOCATION	RES.	COM.	OTH.	N	L-BAR
8112	Hathaway	Thomas Drive Panama City, FL	3140	205	3	2	63.50
8572	Parker	Comet Avenue Panama City, FL	2068	206	2	2	15.00
8672	Hathaway	Thomas Drive Panama City, FL	1238	173	0	2	41.00

NOTE: None of these feeders serve the disputed areas.

6. An economic analysis of the company's current annual costs and the cost for each of the next five years for the following:
- a. the annual and cumulative present value revenue requirements for generating facilities or purchased power, and fixed operation and maintenance expenses necessary to serve the company's current customers within the disputed areas;
 - b. the annual and cumulative present value revenue requirements for fuel to serve the company's current customers within the disputed areas;
 - c. the total system embedded cost for generating plant and fixed operation and maintenance expenses (or purchased power) expressed in dollars per kilowatt; and,
 - d. the annual and cumulative present value revenue requirements for operation and maintenance expenses associated with the company's transmission, distribution, and customer service facilities associated with serving current customers within the disputed areas.

ANSWER:

See attached.

ANNUAL ESTIMATED REVENUE REQUIREMENTS OF GENERATION OR
PURCHASE POWER TO MEET THE GROWTH IN DEMAND

(1)	(2)	(3)	(4)	(5)	(6)
	ANNUAL	ANNUAL	TOTAL	PRES. WORTH	CUMULATIVE
	DEMAND	INCREMENTAL	ANNUAL	REVENUE	PRES. WORTH
<u>YEAR</u>	<u>(KW)</u>	<u>REV. REQ.</u>	<u>REVENUE</u>	<u>REQUIRE.</u>	<u>REVENUE</u>
		<u>(\$/KW-YR)</u>	<u>REQUIRE.</u>		<u>REQUIRE.</u>
1995	14,763.00	29.79	\$439,789.77	\$439,789.77	\$439,789.77
1996	15,818.00	29.32	\$463,797.46	\$426,971.20	\$866,760.97
1997	17,112.00	28.86	\$493,837.27	\$418,527.77	\$1,285,288.74
1998	18,946.00	28.40	\$538,154.42	\$419,872.61	\$1,705,161.35
1999	20,219.00	27.96	\$565,269.23	\$406,009.49	\$2,111,170.84
2000	21,759.00	27.52	\$598,743.62	\$395,905.88	\$2,507,076.72

	<u>Residential</u>	<u>Commercial</u>	<u>Industrial</u>	<u>Total Revenue</u>	<u>PV</u>
<u>1995</u>					
Energy (in KWH)	17,203,998	8,184,765	1,589,568		
Fuel Factor	0.02289317	0.02271651	0.02199391		
Fuel Revenue	420,582	205,217	116,728	742,527	742,527
<u>1996</u>					
Energy (in KWH)	18,371,512	9,033,831	5,307,285		
Fuel Factor	0.02092243	0.02089659	0.02083499		
Fuel Revenue	384,377	188,776	110,577	683,730	629,441
<u>1997</u>					
Energy (in KWH)	19,618,363	9,971,368	5,680,242		
Fuel Factor	0.02100712	0.02096533	0.02088136		
Fuel Revenue	412,125	209,053	118,611	739,789	626,972
<u>1998</u>					
Energy (in KWH)	20,949,947	11,006,603	9,137,048		
Fuel Factor	0.01911874	0.01905785	0.01904805		
Fuel Revenue	400,537	209,762	174,043	784,342	611,950
<u>1999</u>					
Energy (in KWH)	22,372,026	12,149,727	9,178,433		
Fuel Factor	0.01887453	0.01886797	0.01883898		
Fuel Revenue	422,261	229,241	172,912	824,414	592,142
<u>2000</u>					
Energy (in KWH)	23,890,755	13,411,993	9,579,164		
Fuel Factor	- 0.01965421	0.01965084	0.01961493		
Fuel Revenue	469,554	263,557	187,895	921,006	<u>608,995</u>
Cumulative Present Value Revenue Requirements					<u>3,812,027</u>

The present value factor is based on an after-tax, weighted average cost of capital of 8.625%.

1. ANNUAL AND CUMULATIVE PRESENT VALUE O&M
EXPENSE FOR TRANSMISSION IN THE DISPUTED AREA

(1)	(2)	(3)	(4)	(5)
				CUMUL.
<u>YEAR</u>	<u>ANNUAL O & M EXPENSE</u>	<u>PRES VALUE FACTOR</u>	<u>PRES VALUE O & M EXPENSE</u>	<u>PRES VALUE O & M EXPENSE</u>
1995	\$197,912.00	1.0000	\$197,912.00	\$197,912.00
1996	\$203,849.00	0.9206	\$187,663.00	\$385,576.00
1997	\$209,965.00	0.8475	\$177,945.00	\$563,522.00
1998	\$216,264.00	0.7802	\$168,731.00	\$732,253.00
1999	\$222,752.00	0.7183	\$159,993.00	\$892,246.00
2000	\$229,434.00	0.6612	\$151,708.00	\$1,043,955.00

2. ANNUAL AND CUMULATIVE PRESENT VALUE O&M
EXPENSE FOR DISTRIBUTION IN THE DISPUTED AREA

(1)	(2)	(3)	(4)	(5)
				CUMUL.
<u>YEAR</u>	<u>ANNUAL O & M EXPENSE</u>	<u>PRES VALUE FACTOR</u>	<u>PRES VALUE O & M EXPENSE</u>	<u>PRES VALUE O & M EXPENSE</u>
1995	\$390,425.00	1.0000	\$390,425.00	\$390,425.00
1996	\$402,138.00	0.9206	\$370,208.00	\$760,633.00
1997	\$414,202.00	0.8475	\$351,036.00	\$1,111,669.00
1998	\$426,628.00	0.7802	\$332,855.00	\$1,444,524.00
1999	\$439,427.00	0.7183	\$315,640.00	\$1,760,164.00
2000	\$452,610.00	0.6612	\$299,266.00	\$2,059,430.00

NOTES: COLUMN (2) - The annual transmission cost is based on an average annual cost for a mile of Gulf's transmission line O&M times the number of miles of transmission line serving in the disputed area and is escalated at 3%.
COLUMN (3) - The present value factor is based on an after-tax, weighted average cost of capital of 8.625%.

3. There are no customer service facilities located in the disputed area.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 730885-FC EXHIBIT NO. 10
COMPANY/1 C C E C (WELNTRIT)
WITNESS: 4-29-77
DATE

92,479

DEVELOPMENT JEWEL — Gap Lake, long known to West Florida fishing and hunting enthusiasts as Gap Pond, is approximately in the center of the extensive Deltona Corporation tract in southern Washington County. Corporation officials have been reported as stating

they will have 20,000 homesites available for sale in the Spring of 1971. The officials have indicated they do not intend to sell lots on the banks of the lake, long considered by many as one of the most bountiful fishing lakes in the region. — (Staff Photo).

Deltona Moves Along; Lots Available By Spring

By JULIAN WEBB
Staff Writer

Moving faster than most persons have anticipated, the Deltona Corporation, which is developing a 24,700 acre tract in the lower part of Washington County, plans to place 20,000 of the development's lots on sale during the spring of next year, according to an informed source.

In addition, reliable sources reveal that the giant Florida development corporation expects to have 1500 homes completed by July, 1971. After purchasing a lot, the buyer will then select the style of house he wishes constructed on the lot and the Mackle Brothers firm will construct the house on the lot and in accordance with FHA specifications. The homeowner will be given eight years to pay for his home, according to the information source.

Homes will not be the only construction in the Deltona town. All of the corporation-owned land will not be sliced up into lots but portions will be set aside for all of the necessities of a planned community. The community is expected to be constructed, creating, in actuality, a new West Florida city which could ultimately be the largest in the region.

Hub of the modern, space-age city is expected to be in the area east of SR 77 and just west of Gap Pond, or Gap Lake, as state promotional officials urged the body of water be called.

Incidentally, company offi-

cials have been quoted as stating that they do not intend to develop home sites on the edge of the lake, but rather to keep a border around the lake's edge undeveloped in order to provide for scenic and recreational pleasure of the city's residents. Surrounded by steep banks covered with Oak groves, the lake, long a mecca of the area's freshwater fishermen, is one of the most beautiful in the region.

Other areas are being planned for recreational and park sites which will probably include to 18-hole golf courses.

The Mackles are primarily builders, and it is expected that they will be responsible for the construction of the homes on the sites which they sell. More than 25,000 housing units have been built in Florida by the firm since the 1930's.

President and chief executive officer is Frank E.

Mackle Jr., 53. Associated with him are brothers, Robert F. Mackle, 58, and Elliot J. Mackle, who recently exchanged his post of board chairman for a part time role as corporation consultant.

In the 1930's, the brothers developed an experimental community in Delray Beach which proved successful. During World War II, the brothers became involved in military construction, building the \$18 million naval base at Key West, the naval air station at Brunswick, Ga., and naval housing at Opa Locka, west of Miami.

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Deltona Corporation officials point to the spiraling costs of home building as the reason for the dizzying growth of the mobile-home industry and state that their application of the modular idea thus would refine mobile-home construction costs even more. "Our main thrust is toward a package deal," Frank Mackle told Florida Trend

magazine earlier this year, referring to the modular concept. "We will manufacture the unit and sell it at a profit, primarily for location in one of our own parks, thereby engineering a source of permanent incomes."

The permanent source of income would come from the homesites which run in the neighborhood of \$30-up per month.

If indeed, the homes are to be constructed from the ground up on the homesites, it should mean a heavy demand for workers in the building trades industry from the Panhandle area.

Although the yet unnamed Washington County tract will be roughly self contained, area merchants are glancing eagerly at the prospects of population increases which the sandhills development could bring.

If the corporation achieves its goal of 1500 homes constructed during 1971, based a figure of 3 persons per household, this would mean an instant city of 4500 residents. The tract's population, based on its first 20,000 lots would mean 60,000 new residents. Based on the development's ultimate 64,000 lots at 3 persons per household, that would be, well, more persons than currently reside in Bay, Calhoun, Franklin, Liberty, Wakulla, Gulf, Holmes, Jackson, Walton and Washington Counties combined.

Deltona's population may not burgeon quite as fast as homesites can be plotted and platted; nevertheless, the tract's sandhills, once thickly populated only by scrub oaks and slash pines, apparently will soon be bustling with salesmen, sites and site-seekers, as well as sight-seers.

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State • Local • Area News

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Apalachicola's Turning Blue

APALACHICOLA — Jim Estes, Franklin County extension agent, feels that commercial blueberries could become a suitable crop in the county for two reasons: the plants will grow on low, wet, highly acid soil, which is about the only kind of soil the county contains, and the blueberry harvesting season, June and July, coincides with the slack season in the area's seafood houses.

In the Spring of 1966, Jim Rich, a retired glazing wholesaler, with the help of Estes, decided to experiment with some blueberry varieties on a plot just north of Apalachicola.

Three varieties, Tifblue, Homebell, and Woodward, were obtained from a Georgia nursery and planted on Rich's plot.

Because of the plant's affinity for acid soil, no lime was been applied, but two applications of 10-10-10 fertilizer were placed around each plant during the first year on two separate occasions.

A reasonably good crop was reported in 1968, but Estes said the berries did not fill out well. He said 1969 was a dry year and again the berries did not fill out but the crop this year turned out excellent.

Haney Prepares Sewing Classes

The first of two summer sewing classes at Tom P. Haney Vocational Technical Center is scheduled to begin next Monday according to Mike Zekas, principal.

The experiment is still too young to decide which among the three varieties is the best, but both Rich and Estes are leaning toward Tifblue and Homebell over the Woodward.

Although the berries from the experimental plot are not being sold commercially, Rich said that six or seven gallons have been harvested from the 15 bushes in the patch. Plenty of ripe and near-ripe berries still remained on all of bushes in the Franklin County patch.

Estes feels that it is still too early to recommend large-scale planting of blueberries in the county, but feels that small plots should be tried by area residents to gain knowledge regarding where the entire area can't the native fruit.

Blueberries will grow wither in full sun or light shade and will thrive on a wide variety of soil types from sandy to clay. They grow best on an acid soil having a pH of 4.8 to 5.5.

When set in rows it is desirable to prepare the soil in the entire row by spading or plowing. Where the entire area cannot be prepared, holes, 2 feet wide and 1½ feet deep should be dug. About a bushel of peat moss, leaf mold, or other decomposed organic material should be mixed with the soil for each plant.

As young plants are shallow rooted, they should be well supplied with moisture.



BLUEBERRY BELIE — Cinday Estes, 12, listens as Jim Rich, retired glazing wholesaler and Apalachicola resident, tells about his blueberry patch, which he and Cindy's father, Franklin County Agent Jim Estes, decided to use as an experiment to determine if blueberry production is practical in the county. — (Staff Photo).

Salty Seminar Approaches

Gulf Coast Junior College closes out its 1970 summer sessions July 17, but two unique

Both programs were introduced last year and both proved so successful that we are

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Basic clothing will be taught Monday through Friday from 8:30 to 11:30 a.m. beginning Monday. The class will be concluded on July 17. The Bishop method of clothing construction is taught in the basic class. This method requires the individual to know how to use a sewing machine and make a simple garment.

A class in beginning sewing will begin on July 20. The course will be taught from 8:30 to 11:30 a.m. on Mondays through Fridays with the closing date on July 31. This class will be of primary interest to those who have not had the opportunity to learn the basics of sewing.

Tuition for these courses will be \$3. Anyone desiring more information is asked to call 763-0761.

Franklin Eyes Class Expansion

APALACHICOLA — Plans are being made to expand the county's exceptional child program from one unit to three units, according to Byron McKissack, director of curriculum improvement for the Franklin County school system.

Elementary units will be added at Chapman Junior High and Carrabelle.

Mrs. Tommy Gordon was recently hired by the school board to conduct the program. A former Texas teacher, Mrs. Gordon has a master's degree in speech and therapy.

McKissack explained the programs are designed for the children with major learning difficulties.

Associated brothers, Robert and Elliot J. recently accepted a part-time role as consultants.

The brothers formed The Deltona Corporation in 1962, opening the 15,000-acre community of Deltona in November of that year. The first residents moved in by April, 1963. Deltona is now a community of nearly 7,000 persons.

Among recent Mackle projects is Spring Hill in Hernando County, in which more than 92 per cent of the homesites were sold within three years. Thus, it appears evident that when the Mackles move, they get action.

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Salty Seminar Approaches

Gulf Coast Junior College closes out its 1970 summer sessions July 17, but two unique educational opportunities are available the remainder of the summer for interested persons.

The first is a "Salty Summer Seminar" providing four hours college credit in Oceanography 200 from July 20 through July 31, while the second is a three-week "mini-mester" offering 13 different credit courses from August 3 through August 21.

"Both programs were introduced last year and both proved so successful that we are repeating them this summer," says Dr. Richard Morley, Gulf Coast Junior College president and the man responsible for moving Gulf Coast into a full year-round operational plan.

The "Salty Summer Seminar," which attracted 90 students from all over the United States last summer, will meet approximately six hours per day

for ten days in a penetrating analysis of man's last great frontier.

Designed to serve both the professional and the non-professional, it will provide such persons as the school science teacher, the high school senior, the college undergraduate, and the interested citizen a basic introduction to oceanography, one of the fast growing fields in America today.



DEVELOPMENT JEWEL — Gap Lake, long known to West Florida fishing and hunting enthusiasts as Gap Pond, is approximately in the center of the extensive Deltona Corporation tract in southern Washington County. Corporation officials have been reported as stating

they will have 20,000 homesites available for sale in the Spring of 1971. The officials have indicated they do not intend to sell lots on the banks of the lake, long considered by many as one of the most beautiful fishing lakes in the region. — (Staff Photo).

g; Lots Available By Spring

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pany.

The chapter was selected as one of the seven best managed school forests in Florida from a field of more than 70, located between Lake Okeechobee and Pensacola.

Winner of the competition will receive a \$250 cash award from St. Regis. Cash prizes to all winners will exceed \$600.

A three-man judging team recently visited the forest near Vernon. Judges included Carl Dennis, St. Regis, Jacksonville; George Busby, State Department of Education; and John Nesbit, Florida Forest Service.

Awards to the state winner and five runners-up will be announced at the annual meeting of vocational ag-

Walnut Hill, at the western tip of the Panhandle.

During the 13 years it has sponsored the contest, St. Regis has presented more than \$7,000 in cash awards to FFA chapters throughout Florida, plus management counsel and equipment for teachers and students.

The school forests are provided to high schools and managed by FFA chapters for teaching basic forest management and an appreciation of the environment.

Some 18 of the forests are located on St. Regis lands. About twice that number have been provided by the Florida Forest Service, with the rest made available primarily by other paper companies.

Festival Fizzles But Only If You Didn't Go

The festival was a fizzle.

Panama City's First Annual Gulf Coast Dixieland Jazz Festival, staged Sunday afternoon at the Municipal Auditorium, drew only a sprinkling of the mammoth crowd in the Bay County area for Independence Day holidays.

Despite the lack of a crowd, estimated at about 300, three big jazz bands set hands a clappin' and feet a stompin' with various renditions of Dixieland music.

Timing of the event, immediately after a holiday and during the day, were named as reasons for the lack of attendance by festival officials.

The festival hopefully was to be the kickoff of an annual event for Panama City. Whether or not a second attempt to stage a festival here will be made, festival officials declined to say.

Chairman Bill Roulston, who

worked two years arranging for the Sunday festival, just shook his head in disgust when asked about a future event. He did, however, point out, the small audience obviously was enjoying the "the finest jazz music in the land".

Several attending requested reporters to "tell'em what they missed".

The jazzmen, including The DeepSouth Dixieland Jazz Band, The Rosie O'Grady Happy Jazztime Band and The Village Stompers, appeared unruffled by the nearly empty auditorium. Obviously aware those who attended were true jazz lovers, the musicians played with enthusiasm normally common only before a packed house.

Officials tabbed it a fizzle — — those attending declared it fantastic!

The Republican governor's "schoolhouse door" blockade in Manatee County and his novel 1968 campaign for vice president will guarantee him of national media attention on the race.

And Carswell's place in history, coupled with tough, Agnew-like campaign talk, should attract the attention of such institutions as the New York Times and Washington Post—which he is attacking vigorously.

Surprises aside, the close of qualifying period will see these candidates for governor-lieutenant governor:

—Republicans Kirk, 44, and Lt. Gov. Ray Osborne, quite probably campaigning against "fiscal liberal" Democrats, against "forced busing" of schoolchildren and in the comfortable style of "confrontation politics."

—Drugstore tycoon Jack Eckerd, worth some \$50 million, and running mate Robert Elrod, a former state Senator. The two are likely to campaign on saving the Republican party and Florida from Kirk's alleged irresponsibility and showmanship.

—Republican state Sen. L. A. "Skip" Bafalis of Palm Beach, a former Kirk admirer, and wealthy Tampa rancher Ward Dougherty, building a campaign with a distinct national pitch—formation of a national group of neighborhood schools and a legal attack on congress' 18-year-old voting law.

—State Sen. John Mathews, D-Jacksonville, one of Kirk's favorite political targets, who should point to 1970 legislative accomplishments.

—Atty. Gen. Earl Faircloth, a Democrat, probably claiming broad achievements in fighting organized crime, pornography and violators of the environment.

—Dade County Mayor Chuck Hall, a Democrat, drawing on the vast voter reserves of that populous county and the endorsement of organized labor.

—State Sen. Reubin Askew, D-Pensacola, a handsome dark-horse candidate, the only one from West Florida, and the type of spoiler who could win in a runoff primary.

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Deltona Moves Along; Lots

By JULIAN WEBB
Staff Writer

Moving faster than most persons have anticipated, the Deltona Corporation, which is developing a 24,700 acre tract in the lower part of Washington County, plans to place 20,000 of the development's lots on sale during the spring of next year, according to an informed source.

In addition, reliable sources reveal that the giant Florida development corporation expects to have 1500 homes completed by July, 1971. After purchasing a lot, the buyer will then select the style of house he wishes constructed on the lot and the Mackle Brothers firm will construct the house on the lot and in accordance with FHA specifications. The homeowner will be given eight years to pay for his home, according to the information source.

Homes will not be the only construction in the Deltona town. All of the corporation-owned land will not be sliced up into lots but portions will be set aside for all of the necessities of a planned community. The community is expected to be constructed, creating, in actuality, a new West opments in South and Central Florida. Stores, theaters, churches, schools, water and sewerage plants, fire stations, and civic buildings are expected to be constructed, creating, in actuality, a new West Florida city which could ultimately be the largest in the region.

Hub of the modern, space-age city is expected to be in the area east of SR 77 and just west of Gap Pond, or Gap Lake, as state promotional officials urged the body of water be called.

Incidentally, company offi-

cials have been quoted as stating that they do not intend to develop home sites on the edge of the lake, but rather to keep a border around the lake's edge undeveloped in order to provide for scenic and recreational pleasure of the city's residents. Surrounded by steep banks covered with Oak groves, the lake, long a mecca of the area's freshwater fishermen, is one of the most beautiful in the region.

Other areas are being planned for recreational and park sites which will probably include to 18-hole golf courses.

The Mackles are primarily builders, and it is expected that they will be responsible for the construction of the homes on the sites which they sell. More than 25,000 housing units have been built in Florida by the firm since the 1930's.

President and chief executive officer is Frank E.

Mackle Jr., 52. Associated with him are brothers, Robert F. Mackle, 58, and Elliot J. Mackle, who recently exchanged his post of board chairman for a part time role as corporation consultant.

In the 1930's, the brothers developed an experimental community in Delray Beach which proved successful. During World War II, the brothers became involved in military construction, building the \$18 million naval base at Key West, the naval air station at Brunswick, Ga., and naval housing at Opa Locka, west of Miami.

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JN

Gulf Coast Electric Cooperative's
First Set of Interrogatories
Docket No. 930885-EU
GULF POWER COMPANY
December 16, 1996
Item No. 38
Page 1 of 1

38. With reference to Mr. Spangenberg's direct testimony at page 7, lines 12-21, please provide a detailed description and numerical examples as to how the described method would be applied using one or more of the maps reference by Mr. Weintritt (WCW-1). Your examples should be sufficient to illustrate multiple categories of facilities and overlapping boundary lines.

ANSWER:

The sample map used in this response is map number 2633, depicting an area along Highway 231 in the eastern portion of Bay County. As discussed in Mr. Spangenberg's direct testimony, the precise distances would have to be determined through detailed studies, but for the purposes of this example, the following distances were used:

Category 1: 20 miles
Category 2: 10 miles
Category 3: 5 miles
Category 4: 10,000 feet
Category 5: 3,000 feet
Category 6: 1,000 feet

The results of applying this method to this map using these distances is shown in Exhibit TSS-1, consisting of 6 maps, with the shading on the maps indicating the authorized service areas for each utility for each category of load.

92,479
FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 930885-EU EXHIBIT NO 11
COMPANY: WEINTRITT / GCEC
WITNESS: WEINTRITT / GCEC
DATE: 4-29-97

52

Gulf Coast Electric Cooperative's
First Set of Interrogatories
Docket No. 930885-EU
GULF POWER COMPANY
December 16, 1996
Item No. 27
Page 1 of 1

27. Please define the term "uneconomic duplication" as that term is used by Mr. Holland in his direct testimony (i.e. at page 6, lines 19 and 22).

ANSWER:

"Uneconomic duplication" is the duplication of one utility's facilities by another utility at a cost that is significantly above any corresponding exclusive benefit.

17

92,479

FILED
NO. 930885-EU
COMPANY: GCEC
DATE: 4-29-97
EXHIBIT NO. 12

TABULATION OF GULF's TRANSFORMER CAPACITY

	BAY COUNTY (13.75 MVA)		HIGHLAND CITY (30.8 MVA)		VERNON (11.6 MVA)		SUNNY HILLS (12 MVA)		TOTAL
YEAR	DEMAND	EXCESS CAPACITY	DEMAND	EXCESS CAPACITY	DEMAND	EXCESS CAPACITY	DEMAND	EXCESS CAPACITY	EXCESS CAPACITY
1996	9.8	3.95	28.8	2.00	5.50	6.10	2.50	9.50	21.55
1997	10.8	2.95	29.6	1.20	5.70	5.90	2.60	9.40	19.45
1998	11.7	2.05	30.3	0.50	5.80	5.80	2.70	9.30	17.65
1999	12.4	1.35	26.7	4.10	6.00	5.60	2.70	9.30	20.35
2000	12.9	0.85	27.3	3.50	6.20	5.40	2.80	9.20	18.95

92,479
 FLORIDA PUBLIC SERVICE COMMISSION
 DOCKET NO. 930885-EL EXHIBIT NO. 13
 COMPANY: Pope/Gulf
 WITNESS: Pope/Gulf
 DATE: 4-24-97

TABULATION OF GCEC's TRANSFORMER CAPACITY

YEAR	BAYOU GEORGE (8.0 MVA)		CRYSTAL LAKE (7.5 MVA) (a)		FOUNTAIN (7.5 MVA)		BAYOU GEORGE NORTH (10 MVA)		TOTAL
	EXCESS		EXCESS		EXCESS		EXCESS		EXCESS
	DEMAND	CAPACITY	DEMAND	CAPACITY	DEMAND	CAPACITY	DEMAND	CAPACITY	CAPACITY
1996	5.87	2.13	6.44	1.06	5.72	1.78	7.67	2.33	7.30
1997	6.14	1.86	6.70	2.68	6.02	1.48	7.81	2.19	8.21
1998	6.42	1.58	6.99	2.39	6.34	1.16	7.95	2.05	7.18
1999	6.72	1.28	7.29	2.09	6.67	0.83	8.09	1.91	6.11
2000	7.06	0.94	7.63	1.75	7.07	0.43	8.25	1.75	4.87

NOTES: (a) Crystal Lake substation has an upgrade from 7,500kVA to 9,375kVA by adding fans in 1997.

AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF ESCAMBIA)

Docket No. 930885-EU

Before me the undersigned authority, personally appeared William F. Pope who being first duly sworn, deposes, and says that he is the Coordinator of Bulk Power Planning for Gulf Power Company, a Maine corporation, that the foregoing is true and correct to the best of his knowledge, information, and belief. He is personally known to me.

William F. Pope
William F. Pope
Coordinator of Bulk Power Planning

Sworn to and subscribed before me this 19th day of December,
1996.

Linda C. Webb
Notary Public, State of Florida at Large



LINDA C. WEBB
Notary Public-State of FL
Comm. Exp: May 31, 1998
Comm. No: CC 362703

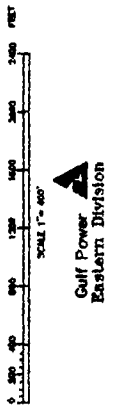
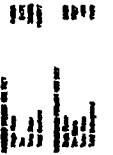
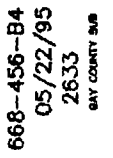
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BAY COUNTY SIB

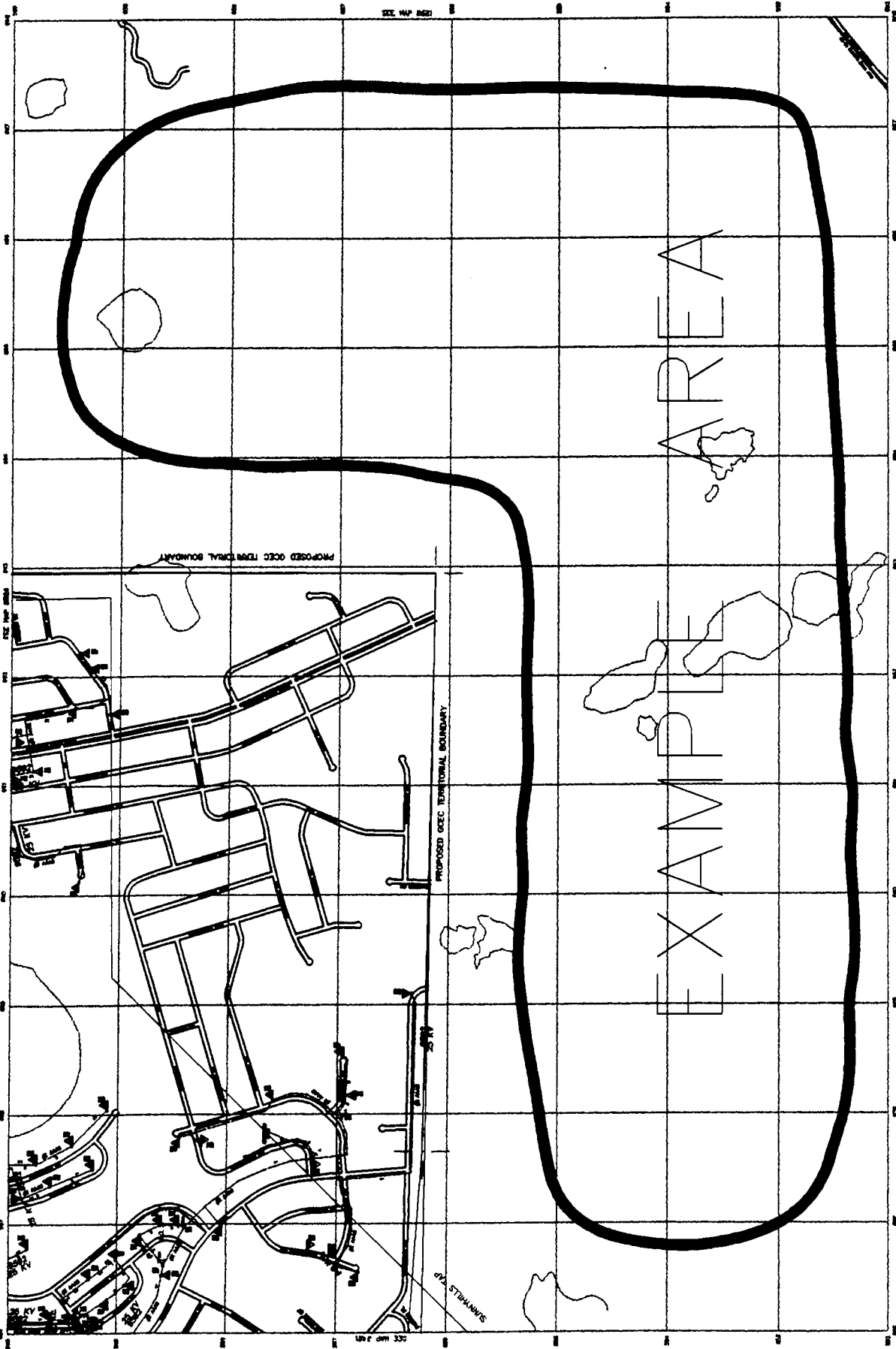
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05/22/95
2633
BAY COUNTY SIB

Gulf Power
Eastern Division

SCALE 1" = 400'

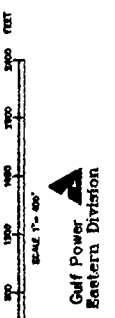
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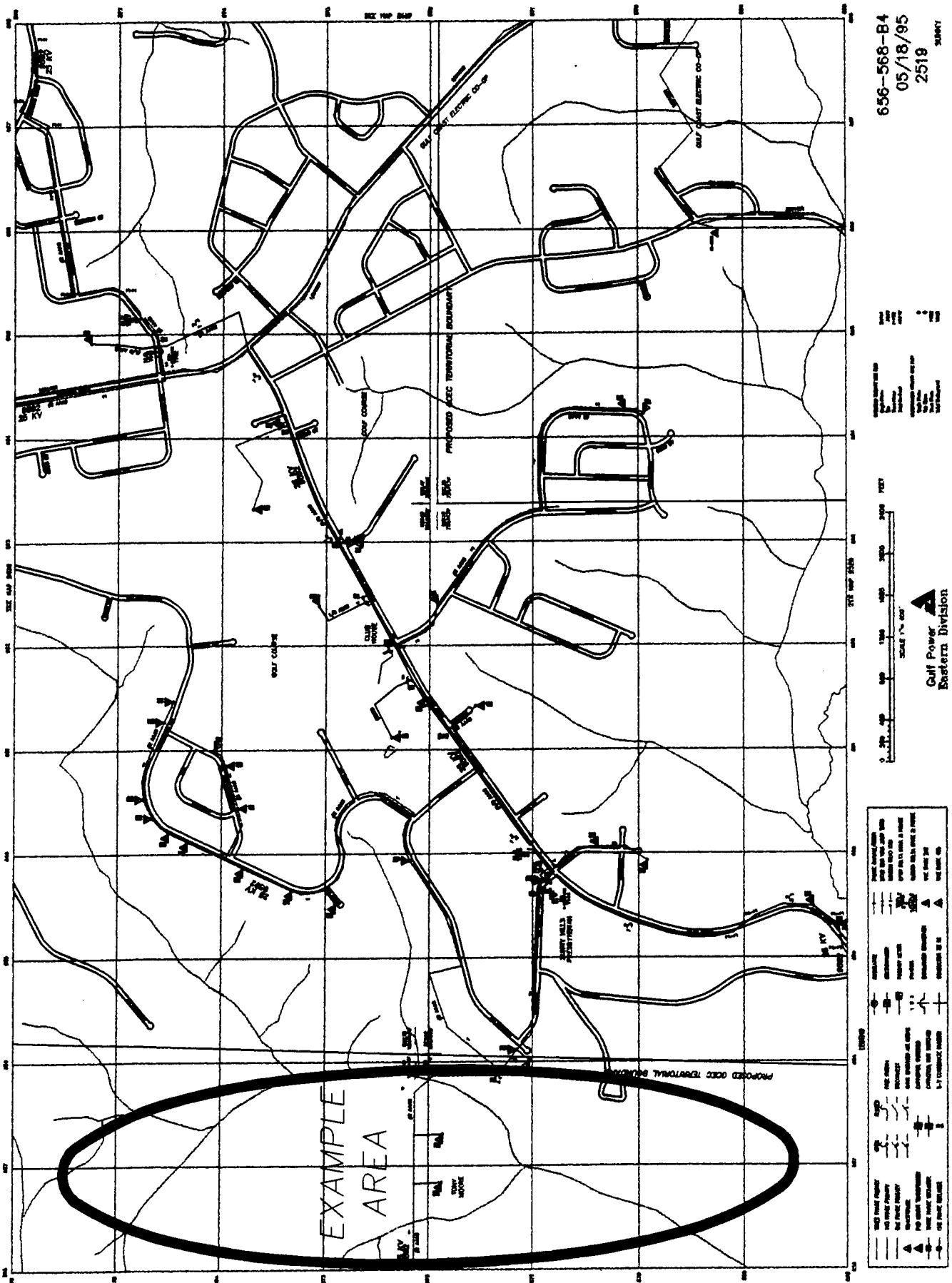


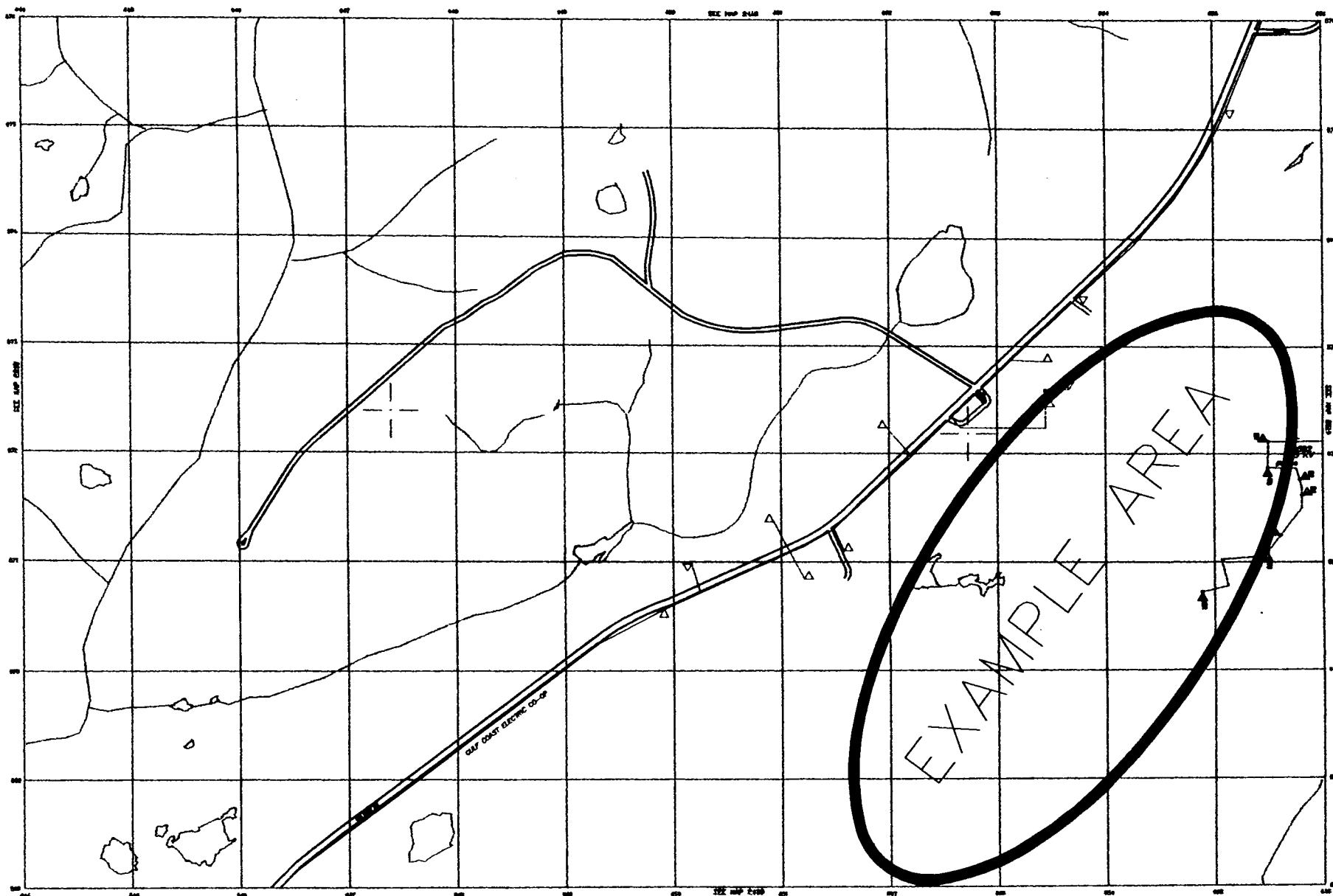
656-552-B4
06/08/95
2521
SUMMIT

Legend	Symbol	Description
1	Circle with cross	Water
2	Circle with dot	Land
3	Circle with cross and dot	Water
4	Circle with dot and cross	Land
5	Circle with cross and dot	Water
6	Circle with dot and cross	Land
7	Circle with cross and dot	Water
8	Circle with dot and cross	Land
9	Circle with cross and dot	Water
10	Circle with dot and cross	Land



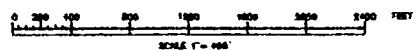
Legend	Symbol	Description
1	Circle with cross	Water
2	Circle with dot	Land
3	Circle with cross and dot	Water
4	Circle with dot and cross	Land
5	Circle with cross and dot	Water
6	Circle with dot and cross	Land
7	Circle with cross and dot	Water
8	Circle with dot and cross	Land
9	Circle with cross and dot	Water
10	Circle with dot and cross	Land
11	Circle with cross and dot	Water
12	Circle with dot and cross	Land
13	Circle with cross and dot	Water
14	Circle with dot and cross	Land
15	Circle with cross and dot	Water
16	Circle with dot and cross	Land
17	Circle with cross and dot	Water
18	Circle with dot and cross	Land
19	Circle with cross and dot	Water
20	Circle with dot and cross	Land





LEGEND

— 345KV POWER PRIMARY	— 138KV POWER PRIMARY	— 138KV POWER PRIMARY	— 138KV POWER PRIMARY	— 138KV POWER PRIMARY	— 138KV POWER PRIMARY
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Gulf Power
Eastern Division

EXAMPLE AREA

644-568-B4
05/22/95
2419
SUNNY

Exhibit MCM-7
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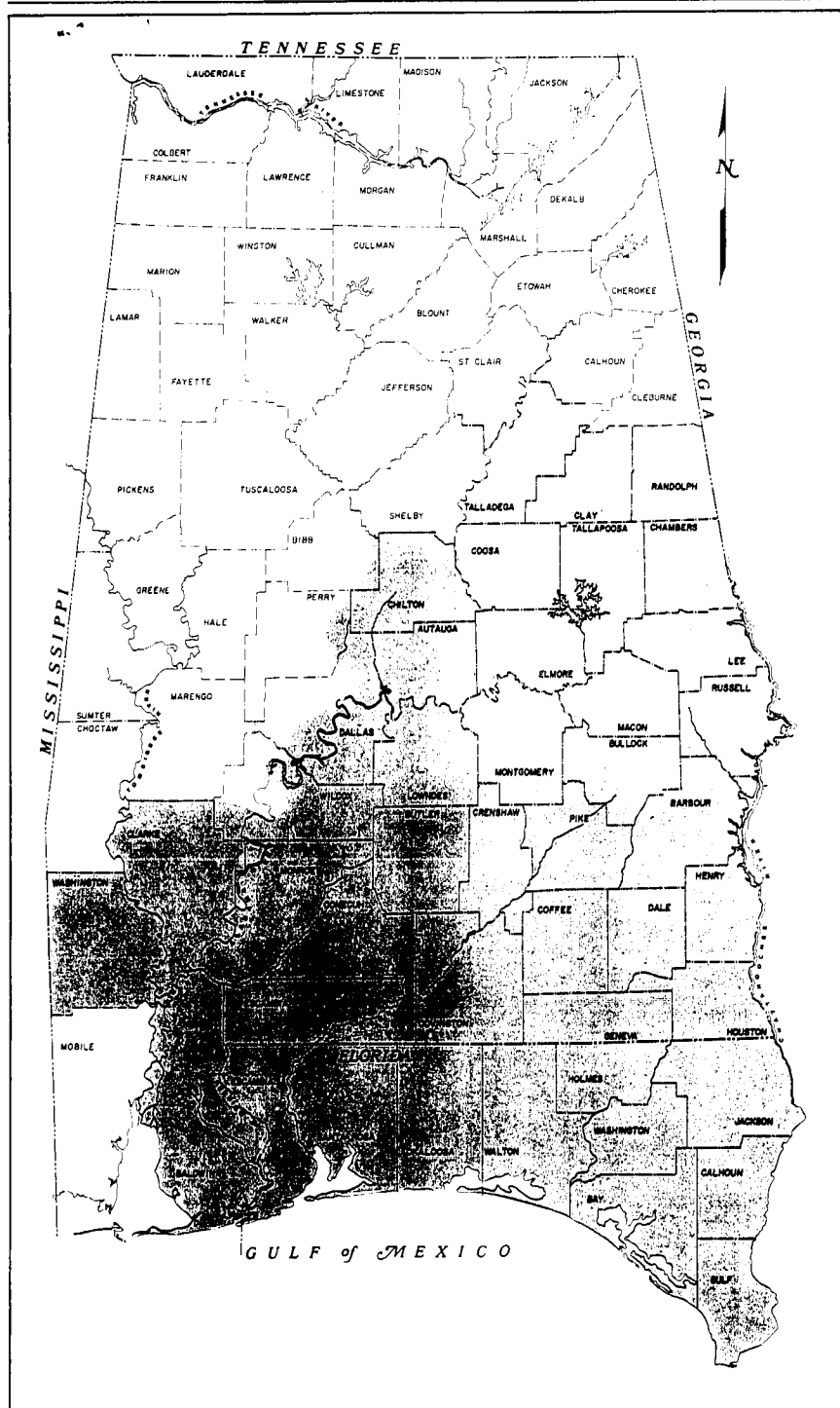
WELCOME TO THE 51st STATE

92,479
FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 930885-FU EXHIBIT NO. 15
COMMISSIONER HOLLAND/GCEC
WITNESS 4-29-57
DATE

DOCUMENT NUMBER 0000

DEC 20 1957

FPS



Bounded on the north by the rolling hills of northern Alabama and on the south by the glistening white beaches of Florida, the 51st state includes 33,500 square miles and more than two million residents.

It's the state of excitement and opportunity ready for you to stake a claim

Located in the heart of the nation's Sunbelt is an area we call the "51st state." Bounded on the north by the rolling hills of northern Alabama and on the south by the glistening white beaches of Florida, this 33,500-square mile territory with more than two million residents is indeed the state of excitement and opportunity.

Throughout this new economic frontier there is a fantastic selection of sites awaiting your claim. Here, too, are all the ingredients critical to your firm's success: Economical labor, advantageous taxes, excellent transportation, cooperative government, an abundance of electric power, water, and natural gas, liberal state-assisted financing, and a lifestyle so pleasant that the 51st state is one of the fastest growing frontiers in the nation.

Here, also, is Alabama Electric Cooperative, the South's oldest and most experienced cooperative electric power supplier, an excellent partner in your site selection search.

Alabama Electric Cooperative's value in helping your new or expanding business locate here goes far beyond generating and transmitting the electric power you'll need. We'll also:

- Provide you with all the necessary data on the area
- Help arrange industrial revenue bond financing
- Assist you in establishing roots in the community of your choice. (We're adept at the latter since our 20 power distribution members are vital parts of the communities they serve.)
- Work with your engineering team to design the specific power requirements you need for maximum performance at the least possible power cost.
- Negotiate a flexible power rate plan for larger users

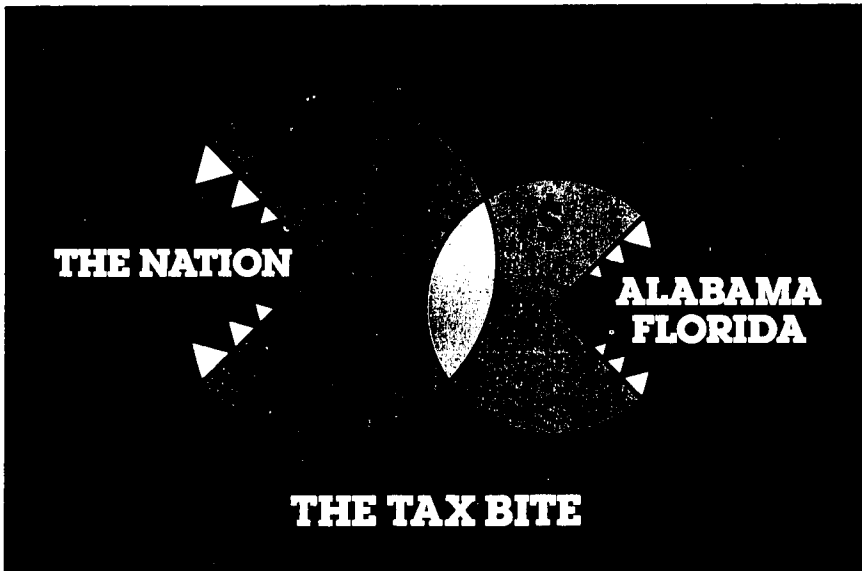
In short, Alabama Electric Cooperative is your most valuable single contact in the 51st state.



Advantageous wages and "right to work" laws make labor an important consideration.

When it comes time to hire your labor force, you'll be very pleased you chose the 51st state

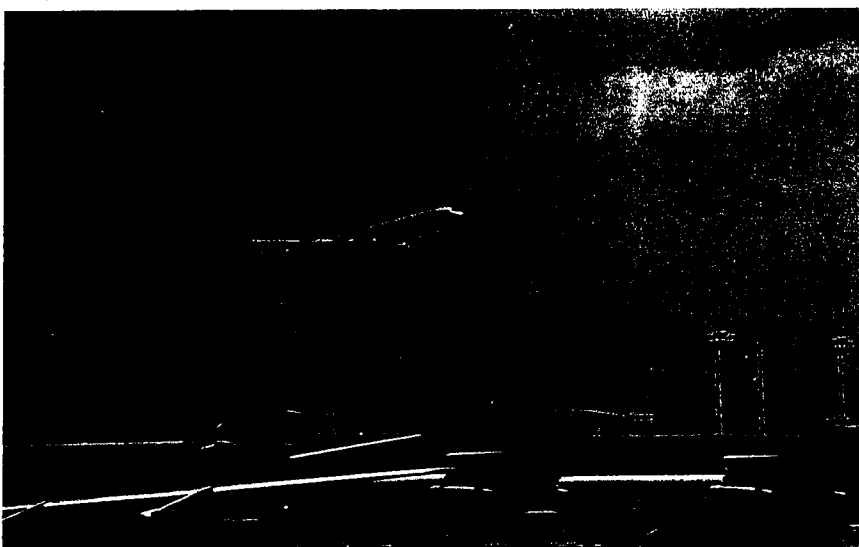
In labor, Alabama and Florida share several attractive benefits. Here, you'll find an abundance of highly productive, loyal, and trainable labor. The average annual wages are about \$2,000 per year below the national average. And, both states have "right to work" laws, thus helping to achieve a harmonious working environment.



Alabama and Florida have some of the most advantageous personal and corporate tax rates in the United States.

The tax bite is so mild it won't raise a welt

Taxes in Alabama and Florida are among the lowest in the nation. For example, Florida's per capita state taxes are the 12th lowest in the nation, and there is no personal income tax. On the corporate side, Florida has one of the lowest income taxes in the country, providing exemptions on new manufacturing machinery and equipment as well as inventories and goods in-process or in-transit. For those interested in import/export activities, there is a Foreign Trade Zone. In Alabama — where the personal property taxes are the lowest in the nation — there are exemptions on a variety of ad valorem taxes granted new and/or expanding industries. This includes exemptions on goods in-process and in-transit.



Nine major jet airports serve the area, with no community more than two hours away.

It's easy to get products and people to key places fast and economically

Few regions in the nation offer the transportation alternatives you'll discover in Alabama and Florida. Nine major airports with more than 140 daily flights serve the area. No community is more than two hours away from one of these modern jet ports. Nine major railroads also serve the area, including most of the large industrial parks. There are also 12 ports and docks, including deep-water facilities. In addition, there are eight navigable waterways and 600 miles of interstate highways.



Auburn University,
one of the more than
90 higher education
institutions serving
the area.

Higher education is one of our higher priorities

There are more than 90 universities, colleges, junior colleges, and vocational/technical institutions serving residents of the 51st state. These include such respected institutions as the University of Alabama, Auburn University, Tuskegee Institute, University of South Alabama, Florida State University, University of West Florida, and Florida A&M. Most of the institutions have cooperative educational programs, giving students the opportunity to work in industry as they earn their degree. In addition to providing a highly skilled work force, these institutions have a variety of educational services and facilities available to business and industry.



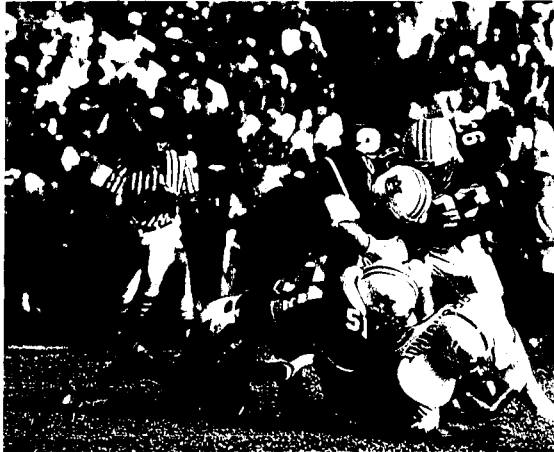
Water, electric power, and natural gas are just three of
the plentiful resources.

There's also an abundance of electric power, water, natural gas, and other resources

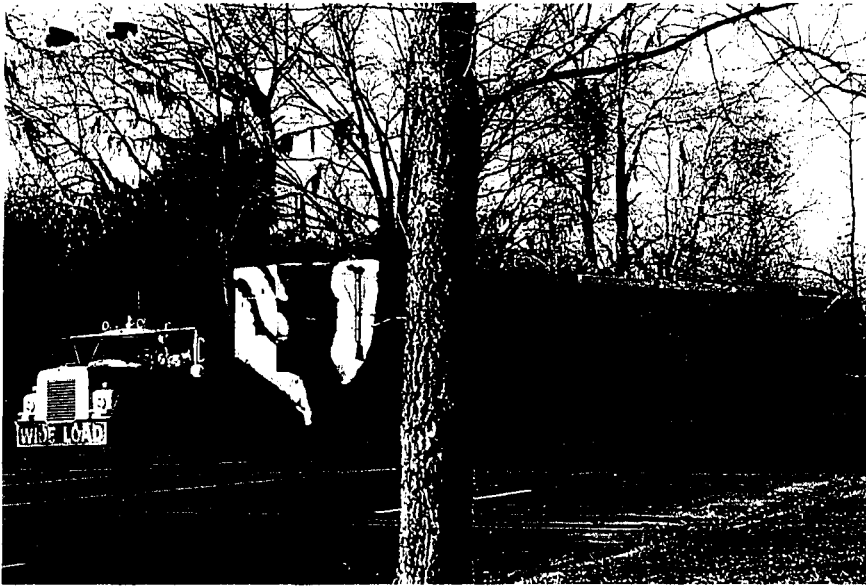
Whereas many areas of the nation are experiencing energy shortages, the 51st state has an abundance. In Alabama, there is enough coal mined in the state to provide electric power for many years. Natural gas is also available in increasingly significant quantities from the fields of Alabama and the Florida Panhandle. The territory is also blessed with the rivers, lakes, and deep aquifers necessary to assure the availability of industrial and residential water for years to come. These resources — when combined with the region's renowned forests and important crude oil fields — add up to one conclusion: There is plenty of natural resources available at advantageous rates.

Here, there's no such thing as all work and no play

It would be difficult for you to locate in a region with a more pleasing lifestyle than you'll find in the 51st state. Here there is so much to choose from: The mountains of northern Alabama, the beaches of Florida; big city festivities in such nearby favorites as Atlanta, Birmingham, Mobile, Montgomery, Pensacola, and Tallahassee; college football and basketball at such top-ranked institutions as Alabama, Auburn, and FSU; duck, quail, and dove hunting so close by that your barrel will be warm when you get back home; bass, speckled trout, snapper, and sport fish. If you enjoy elbow room, a great climate, and an attractive cost of living, you're going to love the 51st state.



Whether it's the beaches of Florida, the mountains of Alabama, or a big Saturday at the stadium, the 51st state has plenty to offer to those who enjoy leisure activities.



Both Alabama and Florida have state-supported training and financing programs that will make it easier and less costly for you to get off to the right start.

Two more benefits that come with locating here: Assistance in training and financing

Two more benefits you'll enjoy when you select the 51st state are state-assisted training and financing. Both Alabama and Florida have industrial training programs to aid new or expanding firms. In Alabama, mobile training units are available to be moved to your site where customized training in skilled areas will be conducted at state expense. And when it comes time to finance your new or expanding operation, you'll find municipalities in both states eager to assist in providing tax-free revenue bonds. These tax-free funds may be used in financing land, buildings, and equipment as well as the development and financing costs of the project.



Alabama Electric Cooperative's Economic Development team stands ready to blaze the trail for you.

Let Alabama Electric Cooperative blaze the trail

Now that you are familiar with most of the 51st state's benefits, here's how you go about exploring the new frontier. Contact Alabama Electric Cooperative's Economic Development Department early in your site selection process, provide us with your parameters (in confidence, of course), and let us blaze the trail. Our scouts may be contacted at:



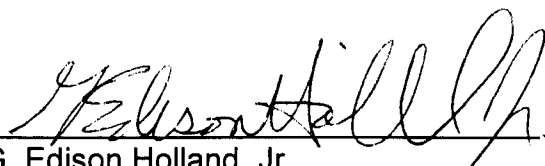
Alabama Electric Cooperative, Inc.
Economic Development Department
PO Box 550
Andalusia, Alabama 36420
(205) 222-2571

AFFIDAVIT

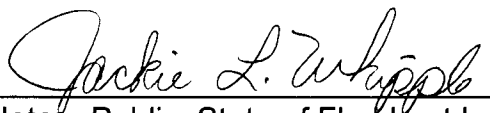
STATE OF FLORIDA)
)
COUNTY OF ESCAMBIA)

Docket No. 930885-EU

Before me the undersigned authority, personally appeared G. Edison Holland, Jr. who being first duly sworn, deposes, and says that he is the Vice President -- Power Generation/Transmission and Corporate Counsel for Gulf Power Company, a Maine corporation, that the foregoing is true and correct to the best of his knowledge, information, and belief. He is personally known to me.


G. Edison Holland, Jr.
Vice President -- Power Generation/
Transmission and Corporate Counsel

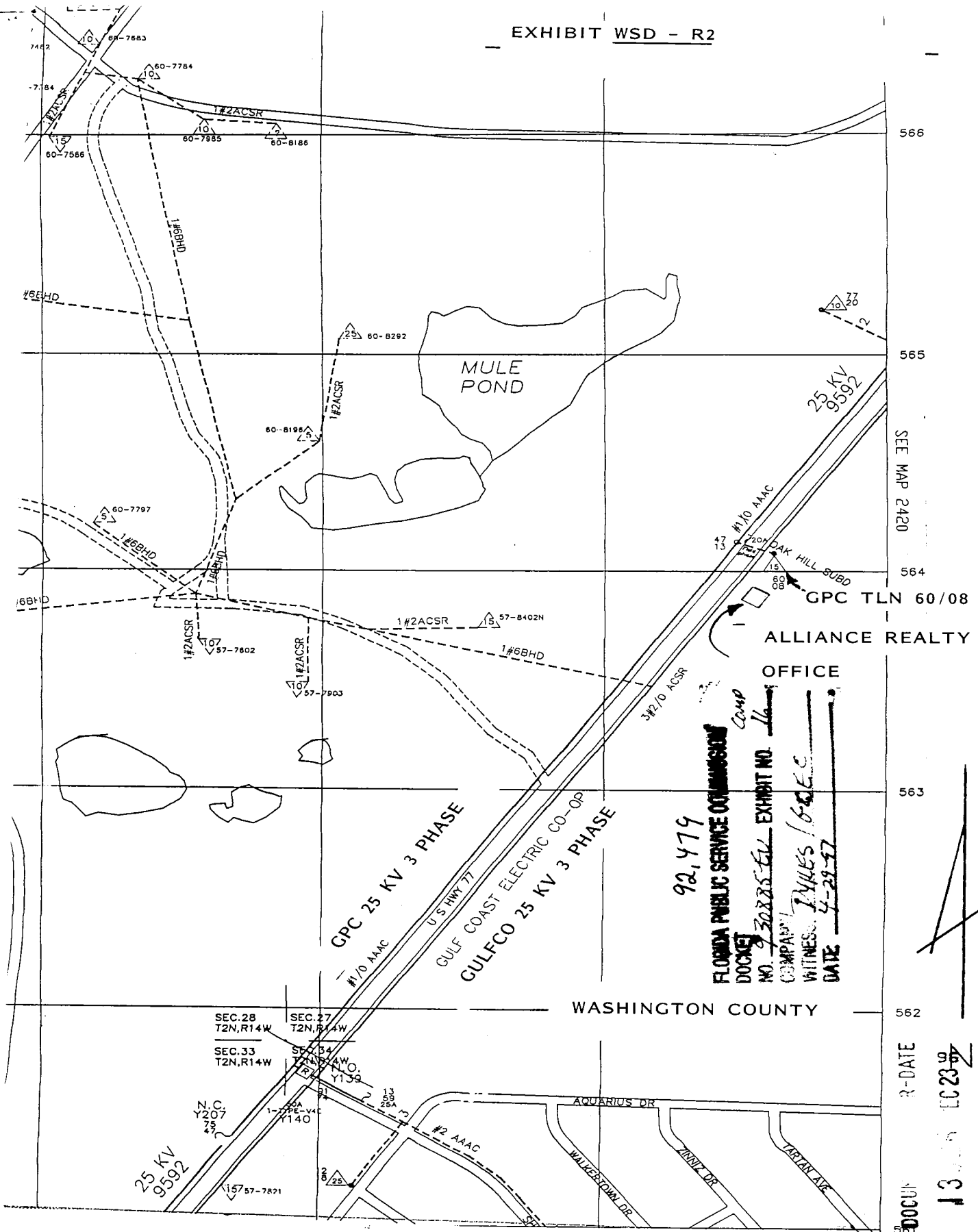
Sworn to and subscribed before me this 18th day of December,
1996.


Notary Public, State of Florida at Large



JACKIE L. WHIPPLE
My Commission CC310237
Expires Aug. 23, 1997
Bonded by HAI
800-422-1555

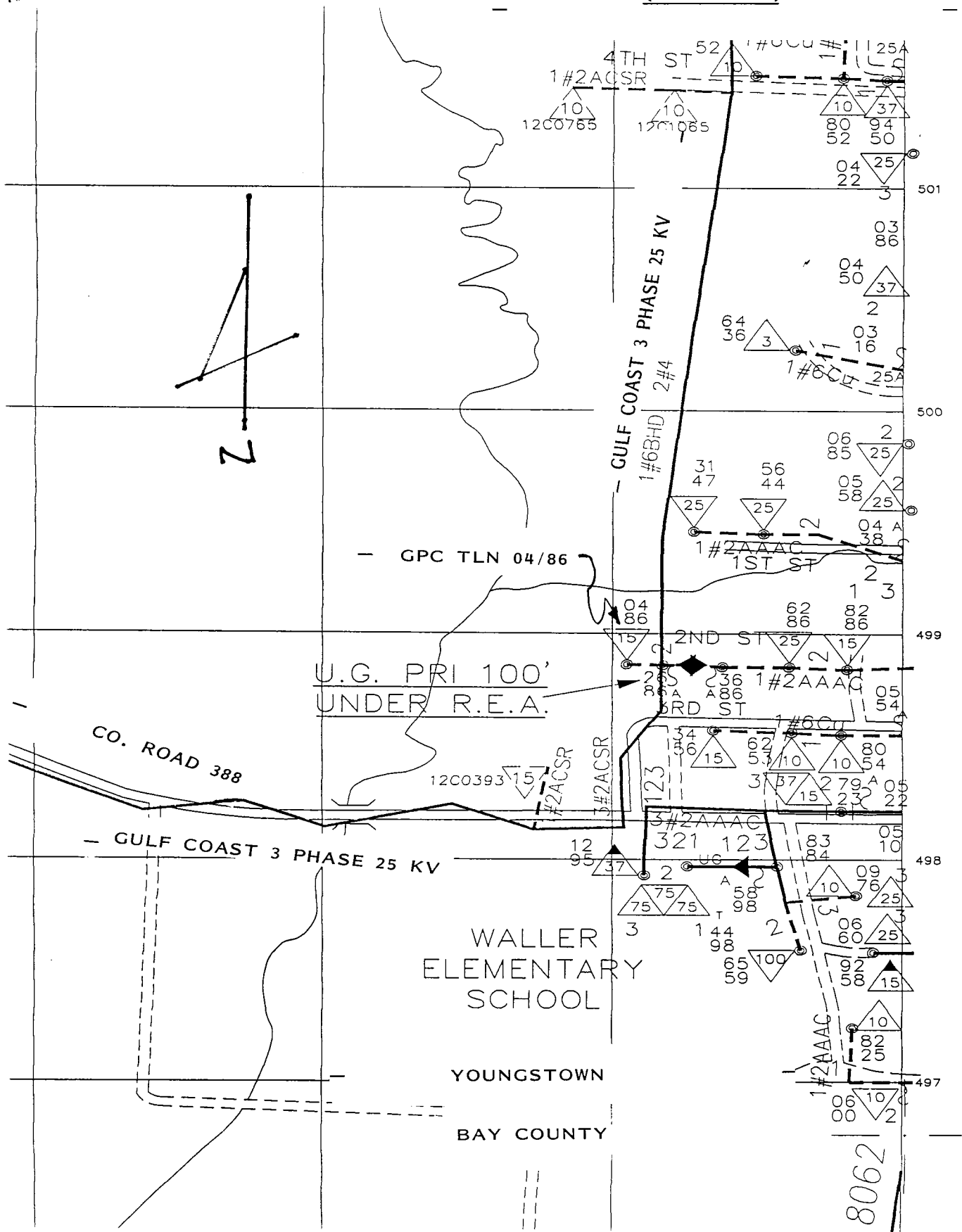
EXHIBIT WSD - R2



EXCERPT FROM MAP # 2320

FPSC Docket No. 30885-ELU UNDER-DATE
Exhibit WSD - R2

130000
R-DATE
EC239
PORTING
FPSC



Gulf Power Company
601 Jackson Avenue E
P. O. Box 604
Chipley, Florida 32428
Telephone 904 638-0270

EXHIBIT WSD - R3

Page 1 of 2



December 1, 1993

Gulf Coast Electric Cooperative
Engineering Department
Attention: Sid Dykes
P. O. Box 8370
South Port, Fl. 32409

RE: Utility Permit

Dear Mr. Dykes:

As of this date, an application is being made to the Florida Department of Transportation requesting permission to construct, operate, and maintain 25 KV distribution aerial crossing State Road 77 in Chipley, Washington County, per attached drawing.

Please review the proposed construction and if you should have any objections, please notify both this Company and the appropriate Florida Department of Transportation Maintenance Engineer within 7 days from the date of this letter.

Sincerely,

Donnell Collins
Senior Distribution
Engineering Representative

Enclosure

DC/eg



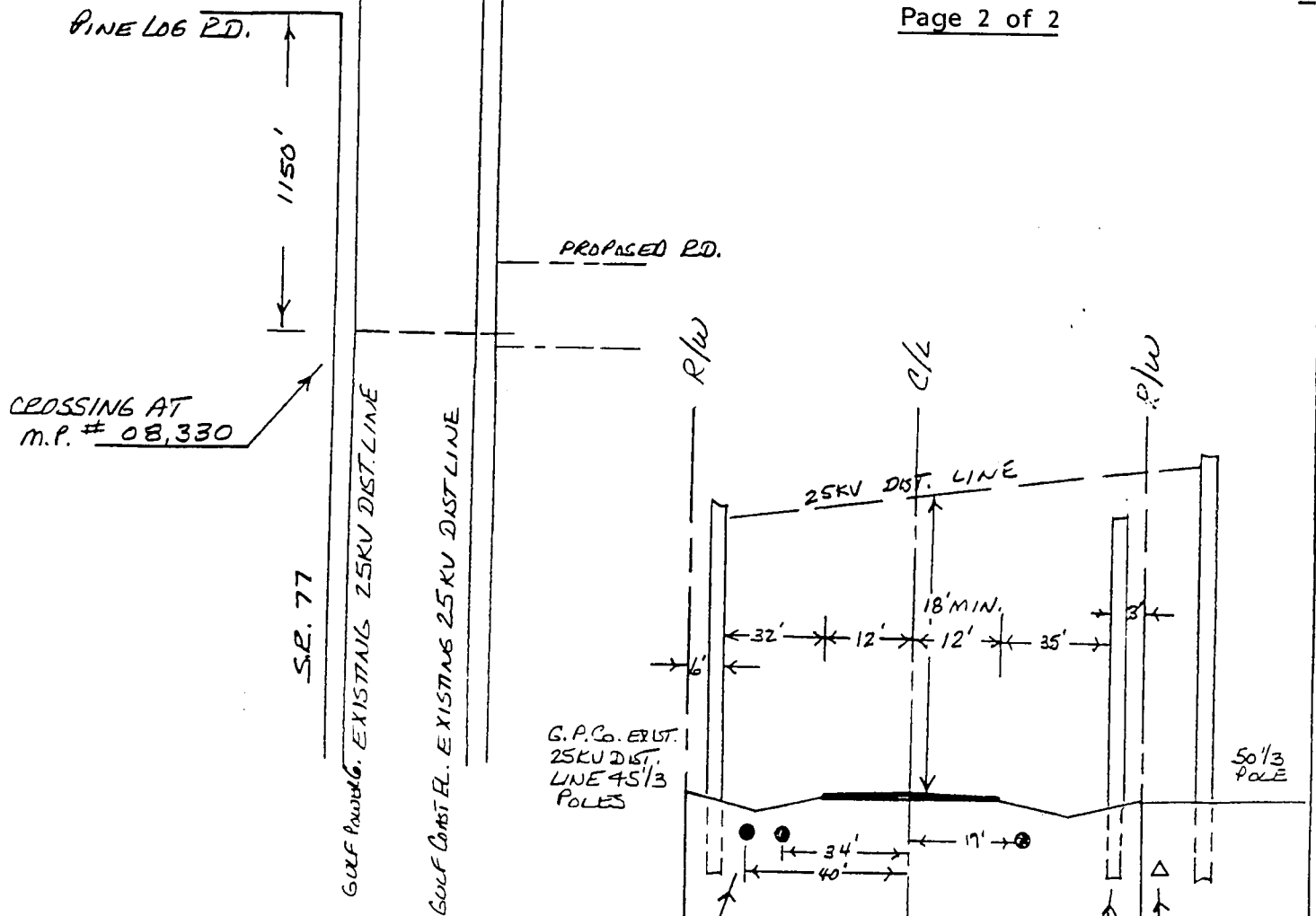
FPSC Docket No. 930885 - EU

Exhibit WSD - R3

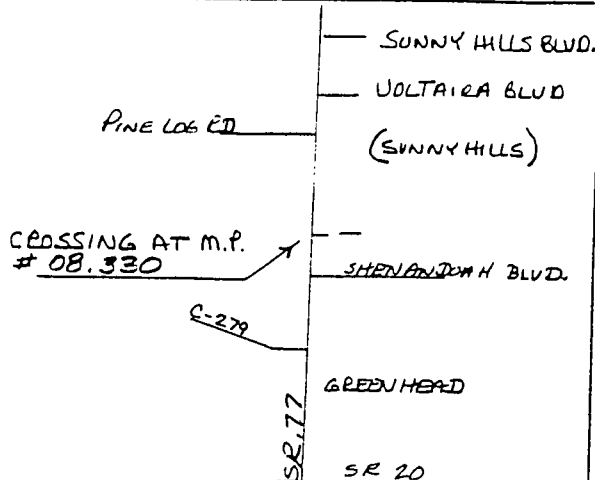
WORKZONE SAFETY
FDOT SERIES 600
INDEX NO. 607 SH. 10F1

EXHIBIT WSD - R3

Page 2 of 2



WASHINGTON COUNTY FLA



FPSC Docket No. 930885 - EU

Exhibit WSD - R3

DR. D. COLLINS

SUBJECT APPLICATION FOR STATE ROAD PERMIT

TR.

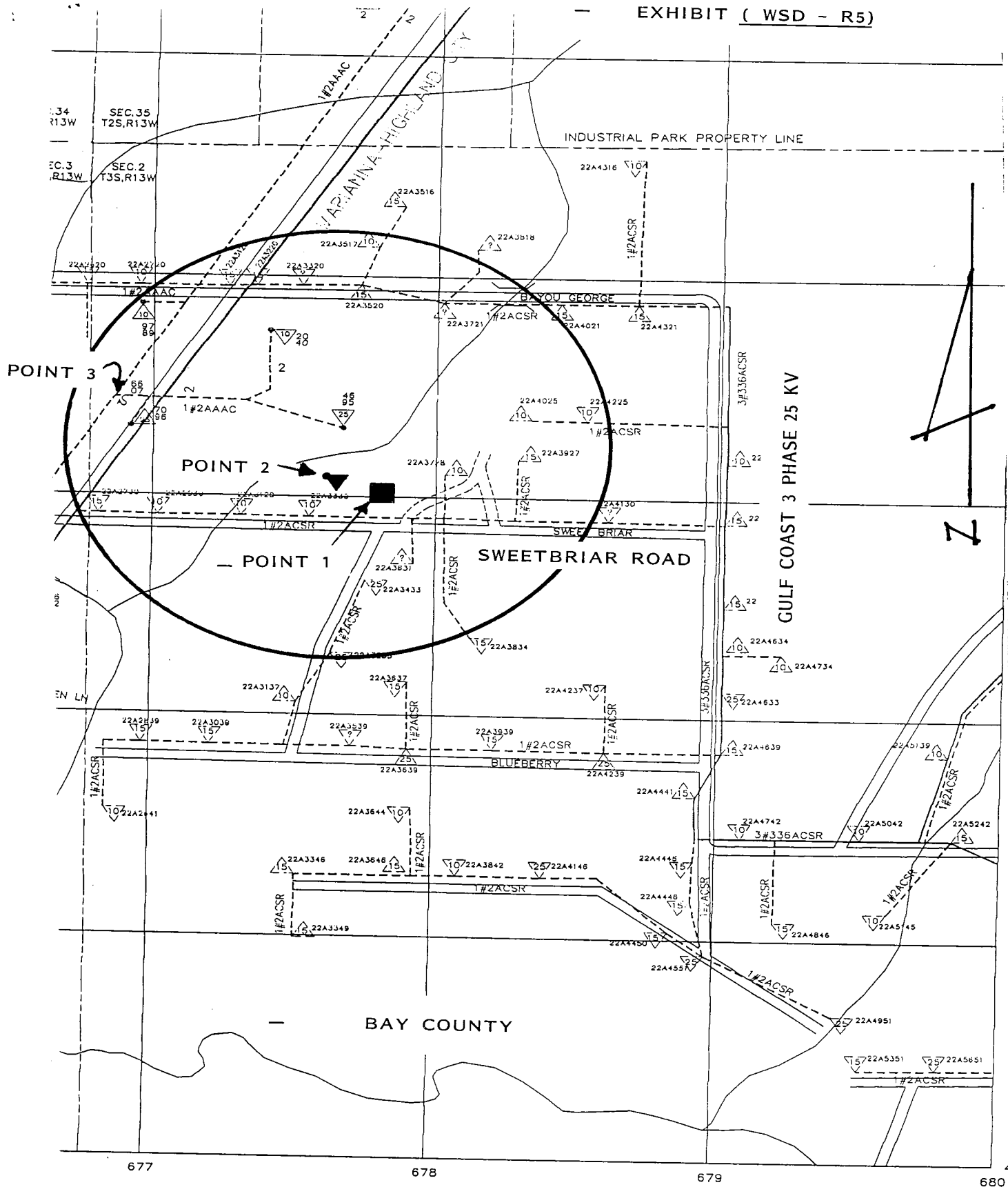
DETAIL 25KV DISTRIBUTION AERIAL LINE CROSSING SR. 77 AT

DATE 11-30-93

M.P. # 08,330 SECTION 61080

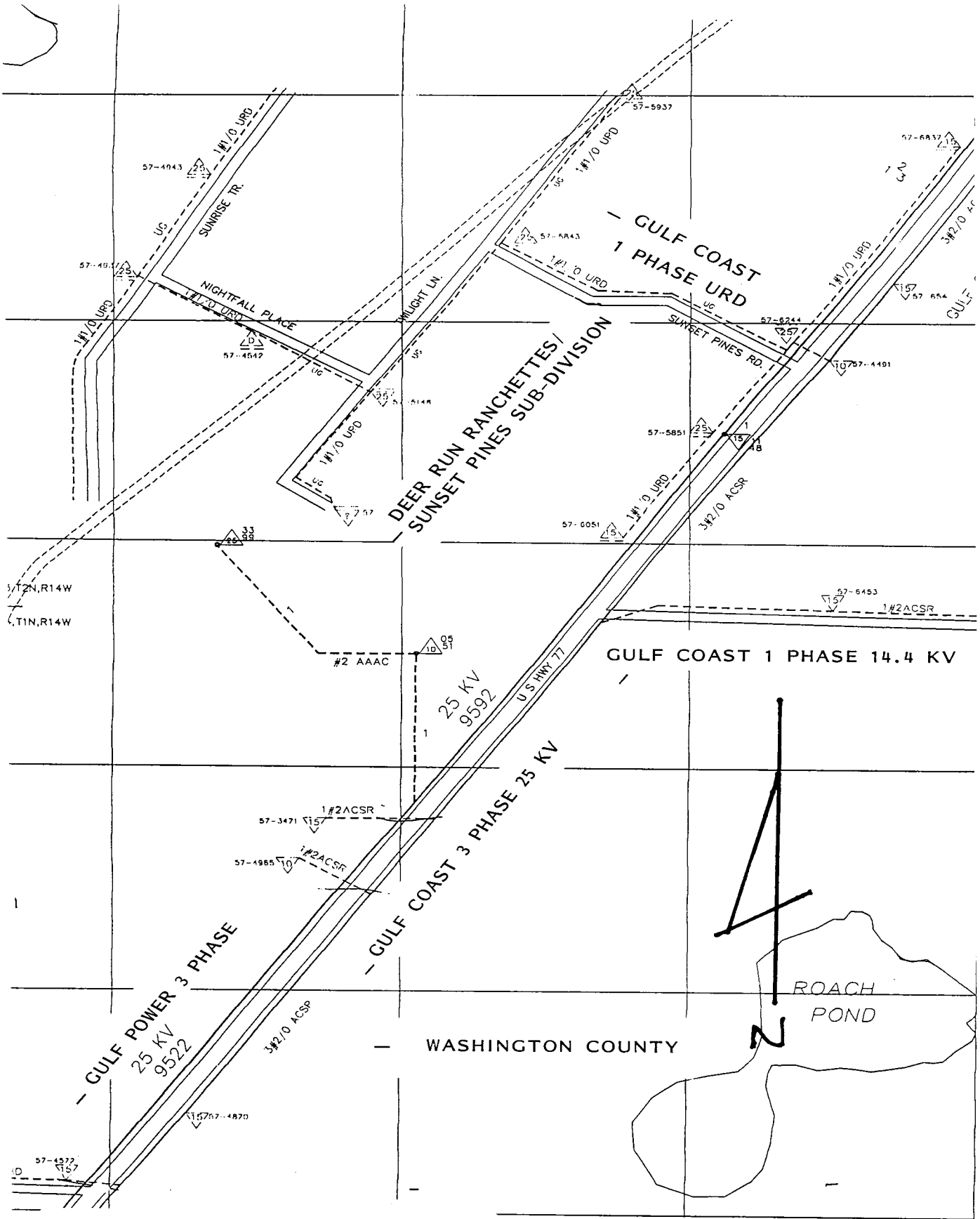
SCALE NOT TO SCALE SH 1 OF 1 SHEETS

DSO 037892









— EXCERPT FROM MAP #2321

— — FPSC Docket No. 930885 - EU
Exhibit WSD - R8

GULF COAST ELECTRIC COOPERATIVE INCORPORATED
WEWAHITCHKA, FLORIDA

BOARD POLICY NO. 301

AREA COVERAGE

I. OBJECTIVE:

To fulfill the Cooperative's area coverage responsibility to the unserved persons within its service area, and to make available high quality, low cost, electric service to all those eligible to become members of, and to receive service from the Cooperative; and to provide this service as efficiently as possible with the least amount of inconvenience to the members and the public.

II. SCOPE:

Any person, firm or organization desiring electric service from the Cooperative shall sign an application for service and membership in the Cooperative. Upon receipt of such application for service, the Cooperative shall act in accordance with the following criterion:

If the applicant requests electric service at a location not previously served with electricity and the location is within the areas wherein the Cooperative has the legal right to serve, and the service is of a permanent nature, the Cooperative will proceed with the construction of the necessary facilities as soon as practicable, and service will be rendered after the consumer has met all city and county inspection requirements. Service to permanent residences

BOARD POLICY NO. 301 - Continued

will be rendered at regularly established rates and minimum charges without any required contribution in aid of construction. The Cooperative shall provide service to permanent, fulltime residence without any cost in aid of construction.

Temporary services, cottages, camps, pumps, or other non-permanent, non-fulltime residences shall be required to pay cost in aid of construction in excess of one span of primary and one span of secondary required to furnish the service.

Commercial and industrial services shall be provided at no cost in aid of construction provided, in the opinion of the Cooperative, the service usage will permit recovery of cost within a reasonable period. Otherwise, all cost in excess of one span of primary and one span of secondary shall be paid in cost in aid of construction.

The Cooperative may waive all cost in aid of construction charges when, in the Cooperative's opinion, future growth will generate sufficient revenue to recover the cost of construction within a reasonable period.

III. RESPONSIBILITY:

The Manager is responsible for seeing that the provisions of this policy are carried out.

EFFECTIVE DATE: October 20, 1970

REVISED DATE: May 19, 1987

REVISED DATE: March 17, 1992

— FPSC Docket No. 930885 - EU —

Exhibit WSD - R9 Page 2 of 2 —



GULF COAST ELECTRIC COOPERATIVE, INC.

P.O. BOX 220, HIGHWAY 22 • WEWAHITCHKA, FL. 32465 • PHONE (904) 639-2216 • FAX (904) 639-5061

DISTRICT OFFICE

P.O. BOX 8370, HIGHWAY 77 • SOUTHPORT, FLORIDA 32409 • PHONE (904) 265-3631 • FAX (904) 265-3634

May 13, 1996

Mr. Bill Weintritt
Gulf Power Company
1230 East 15th Street
Post Office Box 2448
Panama City, Fl 32402-2448

Dear Bill:

On May 6, 1996 a request for electrical service was made here by Kathleen Parker located in Washington County some 4000 ft. south of Duma Jack Road.

Upon meeting with Ms. Parker at the site, we found it would require us to build approximately 6800 ft. of primary line and cross over GPC lines at Pinehurst Road and Duma Jack Road, where GPC could serve this property by building approximately 5000 ft of primary line.

I called your office May 8, 1996 to discuss sending this customer to GPC for the above service and was referred to Donnell Collins because of your absence. In talking with Donnell, we agreed that GPC would serve Ms. Parker and then notified her of this. The decision was mutually agreed upon the afternoon of the 8th to prevent any further inconvenience for Ms. Parker.

If you have any questions in regards to this matter please call me at 265-3631.

Sincerely,

GULF COAST ELECTRIC COOP INC

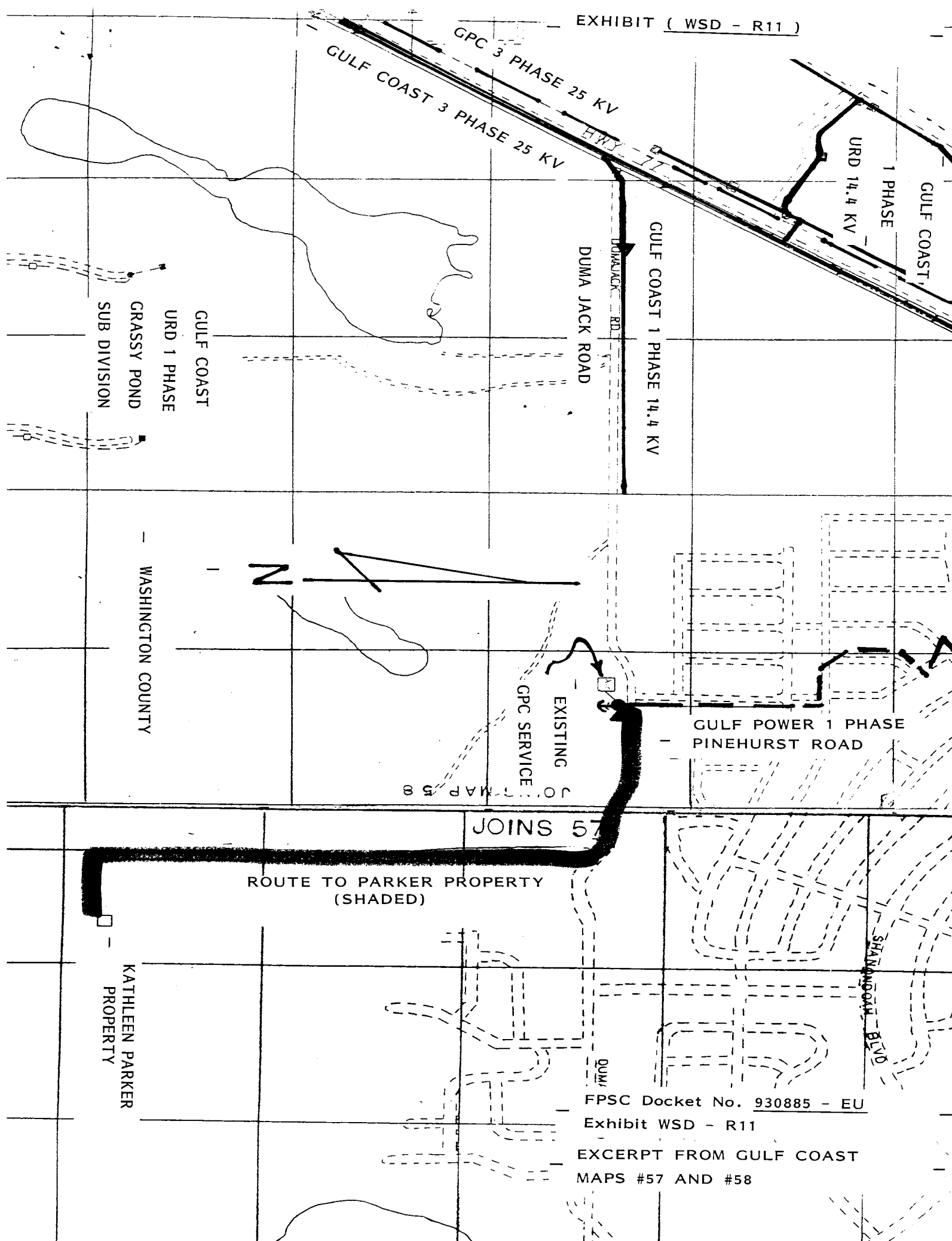
William S. Dykes
Manager of Engineering
Southport District

WSD/sd

FPSC Docket No. 930885 - EU

Exhibit WSD - R10





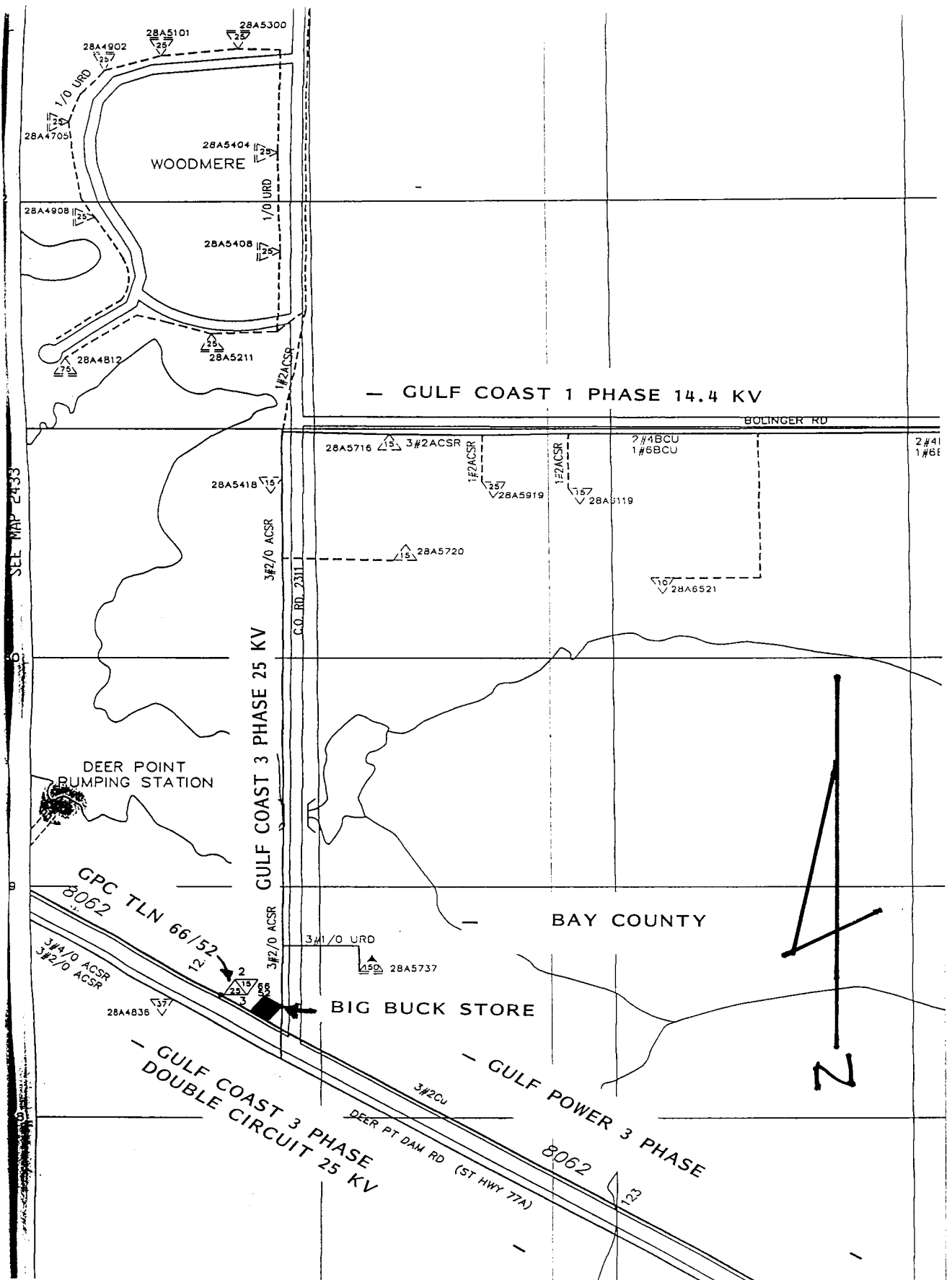
JOINS 57

ROUTE TO PARKER PROPERTY
(SHADED)

KATHLEEN PARKER
PROPERTY

FPSC Docket No. 930885 - EU
Exhibit WSD - R11

EXCERPT FROM GULF COAST
MAPS #57 AND #58



5N
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition to resolve)
territorial dispute with Gulf)
Coast Electric Cooperative, Inc.)
by Gulf Power Company)
_____)

Docket No.: 930885-EU

NI
#17

NOTICE OF FILING
LATE FILED EXHIBIT REGARDING
GULF COAST ELECTRIC COOPERATIVE, INC. OUTAGE DATE 1991, 1992

Gulf Coast Electric Cooperative, Inc. through undersigned counsel hereby submits its amended late filed exhibit to the deposition of Archie Gordon regarding the outage data for the map areas requested by Staff for years 1991 and 1992. The initial exhibits may have misinterpreted the data requested as only the total number of consumers who experienced outages were reported and used to produce the figure, outage time per consumer. This amendment is submitted to show this outage time in the specific map areas averaged over all of the consumers in those areas.

J. Patrick Floyd

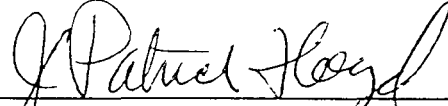
J. PATRICK FLOYD, ESQUIRE
408 Long Avenue
Port St. Joe, FL 32456
(904) 277-7413
FLORIDA BAR No. 257001

JOHN H HASWELL, ESQUIRE
Chandler, Lang & Haswell, P.A.
211 N. E. 1st Street
P. O. Box 23879
Gainesville, FL 32602
FLORIDA BAR NO. 0162536
ATTORNEYS FOR GULF COAST
ELECTRIC COOPERATIVE, INC.

92,479
#17
FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 930885-EU EXHIBIT NO 17
COMPANY: GCEC
WITNESS: 4-29-97
DATE: 4-29-97

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of Gulf Coast Electric's Notice of Filing of Late Filed Exhibit Regarding Gulf Coast Electric, Inc. Outage Data 1991, 1992 has been furnished by facsimile to Jeffrey A. Stone, Beggs & Lane, Post Office Box 12950, Pensacola, Florida 32576 and by hand delivery to Vicki Johnson, Esquire, Staff Counsel, Florida Public Service commission, 2540 Shumard Oak Blvd., Tallahassee, Florida 32399-0863 and filed with the Public Service Commission, this 28th day of April, 1997.



J. PATRICK FLOYD, ESQUIRE
468 Long Avenue
Port St. Joe, FL 32456
(904) 277-7413
FLORIDA BAR No. 257001

JOHN H HASWELL, ESQUIRE
Chandler, Lang & Haswell, P.A.
211 N. E. 1st Street
P. O. Box 23879
Gainesville, FL 32602
FLORIDA BAR NO. 0162536

GULF COAST ELECTRIC COOPERATIVE, INC.
 OUTAGE DATA FOR YEAR 1991 IN DISPUTED AREA

MAP NUMBER	ROAD NAME	TRANS. LOCATION NUMBER	NO. OF CONS.	HOURS OFF	TOTAL CONS. HOURS
1830NW	CHERRY LANE	17B1144	2	1.5	3
	CAMP FLOWERS	17B3845	1	1.5	1.5
	CAMP FLOWERS	17B3847	1	1.5	1.5
	S. BEAR CREEK	17B6548	2	0.5	1
	S. BEAR CREEK	17B7250	2	1.5	3
	S. BEAR CREEK	17B8543	3	1.5	4.5
	S. BEAR CREEK	17B8348	5	1.5	7.5
	S. BEAR CREEK	17B8245	1	1.5	1.5
	S. BEAR CREEK	17B8741	2	1.5	3
	S. BEAR CREEK	17B8940	3	1.5	4.5
	S. BEAR CREEK	17B8943	2	1.5	3
	MARGATE	17B9145	1	1.5	1.5
	MARGATE	17B9344	4	1.5	6
	PEMBROKE	17B9644	5	1.5	7.5
	PEMBROKE	17B9542	2	1.5	3
	N. BEAR CREEK	17B9439	3	1.5	4.5
	N. BEAR CREEK	17B9139	2	1.5	3
	N. BEAR CREEK	17B8229	1	1.5	1.5
	N. BEAR CREEK	17B8917	1	1.5	1.5
	ED LEE	13 2594	1	1.5	1.5
	BEAR CREEK	13 2291	2	1.5	3
	BEAR CREEK	13 2084	3	1.5	4.5
	BEAR CREEK	13 2292	1	1.5	1.5
	BEAR CREEK	13 2392	1	1.5	1.5
	ED LEE	13 2594	1	1.5	1.5
828NW	HAPPYVILLE	16B7599	2	1	2
	HAPPYVILLE	16B7499	2	1	2
	HAPPYVILLE	16B7198	5	1	5
	HAPPYVILLE	16B6898	1	1	1
	HAPPYVILLE	16B6698	1	1	1
	HAPPYVILLE	16B6498	2	1	2
	HAPPYVILLE	16B6098	3	1	3
	HAPPYVILLE	16B7290	1	1	1
	WHITE	16B7185	1	1	1
	WHITE	16B6887	1	1	1
	HAPPYVILLE	16B6095	3	1	3
	HAPPYVILLE	16B6092	1	1	1
	HAPPYVILLE	16B6085	3	1	3
	WHITE	16B7293	4	1	4

MAP NUMBER	ROAD NAME	TRANS. LOCATION NUMBER	NO. OF CONS.	HOURS OFF	TOTAL CONS. HOURS
218NW	DOGWOOD ACRES	63 0886	3	2	6
	DOGWOOD ACRES	63 0284	3	1	3
2632	HWY 2301	20D4283	1	1	1
	HWY 2301	20D4383	1	1	1
	HWY 2301	20D3881	1	1	1
	HOLLY	20D6081	2	1	2
	PENNY	20D7579	1	1.5	1.5
	DAVIS	20D4668	1	0.75	0.75
	DAVIS	20D5268	1	1	1
	ADAMS	20D6861	1	0.75	0.75
	GILBERT	20D8163	1	0.75	0.75
	FOXHILL	20D4958	2	1	2
	MESSER	20D6556	2	1	2
	MESSER	20D6454	1	1	1
	SKINNER	20D6851	1	1.5	1.5
	SKINNER	20D6748	1	0.5	0.5
	MILLER	20D8050	2	1.5	3
	LITTLETON	20D8544	2	1	2
	SMITH	20D5743	2	2	4
2533	BOLINGER	28A8016	1	1	1
	BOLINGER	28A8216	2	1	2
	RASCH	28A8313	2	1	2
	RASCH	28A8310	2	1	2
	MORGAN	28A9012	1	1	1
	MORGAN	28A9013	2	1	2
2633	DIANE	22A0656	2	0.5	1
	BAYOU GEORGE	22A4636	2	0.5	1
2634	JOHN PITTS	21A7861	1	0.75	0.75
2220	HWY 279	56 8507	1	1	1
2320	PINE LOG	60 8186	2	0.375	0.75
			129	80.875	155.25
			=====	=====	=====

TOTAL CONS. HOURS CONVERTED TO MINUTES	9315.00
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TOTAL CONSUMERS IN DISPUTED AREA IN 1991	858
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AVERAGE MINUTES OUTAGE PER CONSUMER	10.86
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COAST ELECTRIC COOPERATIVE, INC.
 AGE DATA FOR YEAR 1992 IN DISPUTED AREA

MAP NUMBER	ROAD NAME	TRANS. LOCATION NUMBER	NO. OF CONS.	HOURS OFF	TOTAL CONS. HOURS
18NW	HWY 279	63-1547	1	1	1
18SE	HWY 279	60-1932	2	1.5	3
	DOUBLE BRANCH	60-6071	1	2	2
	OFF PINE LOG	60-7757	1	0.83	0.83
	PINE LOG	60-7927	2	1.5	3
	WOOD RD.	60-6523	1	1.25	1.25
20			0	0	0
21	CHAIN LAKES	56-4391	1	1.5	1.5
	CHAIN LAKES	56-4388	2	1.5	3
	CHAIN LAKES	56-4386	1	1.5	1.5
	CHAIN LAKES	56-3190	1	1.5	1.5
	CHAIN LAKES	56-3089	2	1.5	3
	CHAIN LAKES	56-3186	1	1.5	1.5
	CHAIN LAKES	56-3085	1	1.5	1.5
	CHAIN LAKES	56-3184	1	1.5	1.5
	CHAIN LAKES	56-3781	1	1.25	1.25
	CHAIN LAKES	56-3480	2	1.5	3
	CHAIN LAKES	56-3178	1	1.5	1.5
	CHAIN LAKES	56-2976	2	2	2
20	HWY 279	57-2029	1	1	1
	PAYNE LN.	60-1786	4	1.5	6
	PIRKY RD.	60-7586	1	2.25	2.25
	DYKES SETTLEMENT	60-7482	3	1.5	4.5
2321			0	0	0
2533	HIGHPOINT	28A5720	1	1	1
	BOLLINGER	28A8016	1	0.5	0.5
	BOLLINGER	28A8216	2	0.5	1
	RASH	28A8313	1	0.5	0.5
	RASH	28A8613	1	0.5	0.5
	RASH	28A8312	1	0.5	0.5
	RASH	28A8310	2	0.5	1
	RASH	28A8609	1	0.5	0.5
	MORGAN	28A9012	1	0.5	0.5
	MORGAN	28A9013	2	0.5	0.5

AP BER	ROAD NAME	TRANS. LOCATION NUMBER	NO. OF CONS.	HOURS OFF	TOTAL CONS. HOURS
2534	JOHN PITTS RD.	21A3861	1	0.5	0.5
2634	BETTY LN.	22A1758	1	1	1
	JOHN PITTS	21A7861	1	1	1
	WOOD HURST	21A8670	1	3.25	3.25
2633	DIANE	22A0656	3	1	3
	DIANE	22A0853	2	1	2
	DIANE	22A1056	1	1	1
	DIANE	22A1156	2	1	2
	BETTY	22A1256	4	1	4
	DIANE	22A1556	2	1	2
	DIANE	22A1656	1	1	1
	BAYOUGEORGE DR.	22A4636	1	2.5	2.5
	SWEETBRIAR	22A4630	2	1	2
	BLUEBERRY	22A2641	1	0.5	0.5
	BLUEBERRY	22A2839	1	0.5	0.5
	BLUEBERRY	22A3039	1	0.5	0.5
	TANNER	22A3137	2	0.5	1
	TANNER	22A3235	4	0.5	0.52
	TANNER	22A3433	1	0.5	0.5
	SWEETBRIAR	22A3631	2	1	2
	SWEETBRIAR	22A4130	4	1	4
	SWEETBRIAR	22A3330	4	1	4
	SWEETBRIAR	22A3129	2	1	2
	SWEETBRIAR	22A2930	2	1	2
2632	HWY 2301	20D3881	1	0.75	0.75
	HOLLY RD.	20D5882	1	1.5	1.5
	PENNY RD.	20D6081	2	0.5	1
	PENNY RD.	20D5685	1	1.5	1.5
	PENNY RD.	20D5485	2	1.5	3
	PENNY RD.	20D5285	2	1.5	3
	PENNY RD.	20D5185			
	PENNY RD.	20D5786	2	1.5	3
	ADAMS RD.	20D6361	1	1	1
	ADAMS RD.	20D7161	1	0.5	0.5
	GILBERT RD.	20D7963	3	1	3
	GILBERT	20D8363	3	1	3
	COLLINS RD.	20D7364	3	1	3
	GILBERT RD.	20D7765	3	1	3
	ADAMS RD.	20D7366	1	1	1
	ADAMS RD.	20D7566	1	1	1
	ADAMS RD.	20D7368	4	1	4
	ADAMS RD.	20D7568	1	1	1
	ADAMS RD.	20D7370	2	1	2
	ADAMS RD.	20D7570	1	1	1
	COLLINS RD.	20D7372	2	1	2
	BROWN RD.	20D8165	3	1	3
	BROWN RD.	20D8167	2	1	2

MAP NUMBER	ROAD NAME	TRANS. LOCATION NUMBER	NO. OF CONS.	HOURS OFF	TOTAL CONS. HOURS
2 CONT	BROWN RD.	20D8370	1	1	1
	KENT RD.	20D3049	2	2	4
	KEITHLEY RD.	20D4349	1	1	1
	KEITHLEY RD.	20D4649	1	1	1
	KEITHLEY RD.	20D4949	2	1	2
	KEITHLEY RD.	20D5049	4	1.25	5
	KEITHLEY RD.	20D5749	5	1	5
	KEITHLEY RD.	20D5449	2	1	2
	KEITHLEY RD.	20D5649	4	1.25	5
	KEITHLEY RD.	20D5749	5	1	5
	FOX HILL RD.	20D5151	2	1.25	2.5
	FOX HILL	20D5153	1	1	1
	KEITHLEY RD.	20D4958	3	1	3
	FOX HILL RD.	20D5158	3	1	3
	MESSER RD.	20D5553	2	1	2
	MESSER RD.	20D5853	2	1	2
	MESSER RD.	20D6157	1	1	1
	MESSER RD.	20D6155	2	1	2
	MESSER RD.	20D6357	2	1	2
	MESSER RD.	20D6556	2	1	2
	MESSER RD.	20D6454	1	1	1
	SKINNER RD.	20D7054	2	1	2
	MESSER RD.	20D6754	1	1	1
	SKINNER RD.	20D6851	1	1	1
	SKINNER RD.	20D6748	2	1	2
	MILLER RD.	20D7049	1	1	1
	MILLER RD.	20D7748	1	1	1
	MILLER RD.	20D7751	1	1	1
	MILLER RD.	20D8050	4	1	4
	KISER RD.	20D4831	1	1	1
	SMITH RD.	20D4941	1	5	5
	SMITH & THOMAS	20D6543	4	0.5	2
	PAUL RD.	20D7140	1	1	1
	PAUL RD.	20D7138	2	1	2
	THOMAS RD.	20D7837	2	1	2
	LITTLETON RD.	20D8037	2	1	2
	LITTLETON RD.	20D8237	1	1	1
	LITTLETON RD.	20D8540	8	1	8
	LITTLETON RD.	20D8542	1	1	1
	LITTLETON RD.	20D8544	4	1	4
	LITTLETON RD.	20D8548	2	1	2
	LITTLETON RD.	20D5229			
	SHAMROCK RD.	20D2826	1	2	2
	WESTWOOD RD.	20D2020	1	1	1

MAP NUMBER	ROAD NAME	TRANS. LOCATION NUMBER	NO. OF CONS.	HOURS OFF	TOTAL CONS. HOURS
8NW	OFF HWY 388	12C0393	4	1	4
	HAPPYVILLE RD.	16B6095	2	1	2
ONW			0	0	0
			232	136.83	246.6

L CONSUMER HOURS CONVERTED TO MINUTES-----14,796.00
 L CONSUMERS IN DISPUTED AREA IN 1992-----1,009
 AGE MINUTES OUTAGE PER CONSUMER-----14.66

STATE OF FLORIDA



OFFICE OF COMMISSION CLERK
ANN COLE
COMMISSION CLERK

Public Service Commission

Docket No. : 930885-EU

Docket Title: Petition to resolve territorial dispute with Gulf Coast Electric Cooperative, Inc. by Gulf Power Company

DN 06289-97: EXHIBIT 18 COMP- (AWG-9): GULF COAST ELECTRIC COOPERATIVE, INC.; FLORIDA 34 BAY; DETAIL MAP, RURAL ELECTRIFICATION ADMINISTRATION

[CLK NOTE: MAP PORTION OF TESTIMONY EXHIBIT CAN BE FOUND IN MAPS MICROFILM.]

STATE OF FLORIDA



OFFICE OF COMMISSION CLERK
ANN COLE
COMMISSION CLERK

Public Service Commission

Docket No. : 930885-EU

Docket Title: Petition to resolve territorial dispute with Gulf Coast Electric Cooperative, Inc. by Gulf Power Company

DN 06289-97: EXHIBIT 18 COMP- (AWG-10): GULF COAST ELECTRIC COOPERATION, INC.; FLORIDA 34B BAY; DETAIL MAP, RURAL ELECTRIFICATION ADMINISTRATION

[CLK NOTE: MAP PORTION OF TESTIMONY EXHIBIT CAN BE FOUND IN MAPS MICROFILM.]

STATE OF FLORIDA



OFFICE OF COMMISSION CLERK
ANN COLE
COMMISSION CLERK

Public Service Commission

Docket No. : 930885-EU

Docket Title: Petition to resolve territorial dispute
with Gulf Coast Electric Cooperative, Inc. by Gulf Power
Company

DN 06289-97: EXHIBIT 18 COMP- (AWG-11)

***[CLK NOTE: MAP PORTION OF TESTIMONY
EXHIBIT CAN BE FOUND IN MAPS MICROFILM.]***

January 23, 1964

Mr. W. R. Shertzer, Chief
Operations Branch, Southeast Area
Rural Electrification Administration
U.S. Dept. of Agriculture
Washington 25, D.C.

Subject: Gulf Coast Electric Cooperative, Inc.
Florida 34 Bay

Dear Sir:

In response to your request for load and revenue on the proposed Bay County water project, I respond herewith.

On April 23, 1963, I was informed by J.B. Converse & Company, Inc. by letter signed by H.E. Myers, President, that the load would be:

Initial Demand: 250 to 300 KW
Initial Usage: 200,000 KWH
Future Usage: No estimate but over 600,000 KWH

On February 10, 1954 by similar letter I was informed that the load would be:

Load No.

Initial setup to 10 years

Demand: 150 to 225 KVA
Usage: 30,000 to 160,000 KWH

10 years to 20 years

Demand: 300 to 375 KVA
Usage: 200,000 to 300,000 KWH

20 years to ultimate

Demand: 1200 to 1600 KVA
Usage: 900,000 to 1,120,000 KWH

It is apparent that the nine years which have elapsed since 1954 has not retarded the need and demand for water but that the anticipated load has increased as originally projected, even though the facility was not in service.

FPSC Docket No. 930885 -EU
Exhibit 1 AWC - 12

Based upon the above loads I have made an anticipated revenue calculation for Gulf Coast Electric Cooperative, Inc. according to the provisions of their proposal of February 10, 1954, as resubmitted on August 7, 1963. The results are as follows:

(with power company transformers)			
<u>KWH</u>	<u>\$/Mo.</u>	<u>\$/Yr.</u>	<u>\$/5 Yr. Contract</u>
200,000	\$2,042.69	\$24,512.28	\$122,561.40
400,000	4,085.38	49,024.56	245,122.80
800,000	8,170.74	98,049.00	490,245.00
1,120,000	11,936.40	143,236.80	716,184.00

(with consumer furnished transformers)			
<u>KWH</u>	<u>\$/Mo.</u>	<u>\$/Yr.</u>	<u>\$/5 Yr. Contract</u>
200,000	\$1,838.42	\$22,061.04	\$110,305.20
400,000	3,676.84	44,122.08	220,610.40
800,000	7,353.68	88,244.16	441,122.80
1,120,000	10,742.76	128,913.12	644,565.60

The above represents gross revenue loss to Gulf Coast Electric Cooperative, Inc. if Gulf Power Company serves the load.

I have also made a search of published rates on file with the Florida RR and Public Utilities Commission as to the lowest costs available to Bay county thru Gulf Power Company Service. The approximate costs and a brief comparison is as follows:

(with consumer furnished transformers)			
<u>KWH</u>	<u>\$/Mo.</u>	<u>\$/Yr.</u>	<u>\$/5 Yr. Contract</u>
200,000	\$2,330.24	\$27,962.88	\$139,814.40
400,000	4,569.12	54,829.44	274,147.20
800,000	9,046.70	108,560.40	542,802.00
1,120,000	12,607.64	151,291.68	756,458.40

It is observed that the above rates are substantially above the proposal which Gulf Coast Electric Cooperative, Inc. made in 1954 and reconfirmed in 1963. A tabulation of increased costs to Bay County due to service from Gulf Power Company is approximately as follows:

<u>KWH</u>	<u>\$/Mo.</u>	<u>\$/Yr.</u>	<u>\$/5 Yr. Contract</u>
200,000	\$491.82	\$5,901.84	\$29,509.20
400,000	892.28	10,707.36	53,536.80
800,000	1,693.02	20,316.24	101,581.20
1,120,000	1,864.88	22,378.56	111,892.80

I repeat, this essentially represents the direct increase in power cost to Bay County by accepting service from Gulf Power Company rather than Gulf Coast Electric Cooperative, Inc.

If you have further question, please call upon me.

Very truly yours,

MARION ENGINEERING ASSOCIATES, INC.



A. W. Gordon

AWG:tb

April 29, 1970

M E M O

*Deltona
Development*

To: Arthur Day

From: Archie Gordon

Dear Art:

Thank you for your courtesy and the promise to arrange the appointment.

After checking my calendar it will be well to consider the week of May 11 rather than the week of May 4 as we discussed. I hope this will not inconvenience the parties involved.

Thank you again for your courtesy.

AWG

FPSC Docket No. 930885 .EU
Exhibit (1A26 - 13)

May 18, 1970

Mr. William O'Dowd, Jr.
The Deltona Corporation
3250 Southwest 3rd Avenue
Miami, Florida

Subject: Deltona Washington County Development

Dear Mr. O'Dowd:

This letter is written on behalf of Gulf Coast Electric Cooperative, Inc., Wewahitchka, Florida, in reference to the above designated project and by our firm as System Engineers for Gulf Coast Electric Coop. To further clarify our firms association, we are also System Engineers for Withlacoochee River Electric Cooperative, Inc., Dade City, Florida and have been responsible for all underground electric design for the Springhill Subdivision and the Citrus Springs Subdivision developments. We are therefore familiar with policies and procedures in such a development.

Our client in West Florida has been actively supplying electric service to properties adjacent to your holdings in Washington County for the past 20 years. The undersigned personally staked the distribution lines which are at present located on the property and further made all engineering design, financing schedules, loan applications, etc. No other supplier of electric service has been actively engaged in the distribution of electricity in any area even approximate to this.

As your development proceeds, it will need electric service and in order to provide this service with efficiency, the client will need to plan financially for facilities to be installed within the development. At this particular moment we are preparing a loan application for submission to the Rural Electrification Administration and it would be inopportune on all parties not to include adequate financing for facilities within your development. To be so included, the project should be reviewed generally with your company's officers as to policy intent and agreement as to requirements (not necessarily as to final design, etc.).

FPSC Docket No. 930885 -EII
Exhibit (Att. 14)

Mr. William O'Dowd, Jr.

Page 2

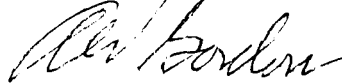
May 18, 1970

We respectfully request that you consider this letter as our request for a general policy meeting with the appropriate officers of your Corporation so that we might outline the advantageous services which the Cooperative will supply, i.e. no charge for underground electric, wiring allowances, etc. Should this meeting result in favorable agreement by both parties we will then be able to include the project in our current loan application to the Rural Electrification Administration and thereby expedite construction when your project reaches this stage.

We thank you for any consideration given this problem.

Very truly yours,

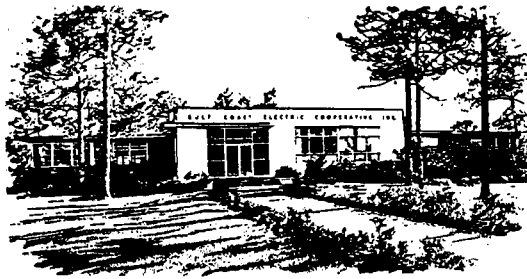
GORDON ENGINEERING ASSOCIATES, INC.



A. W. Gordon

AWG:tb

cc: Gulf Coast Electric Coop., Inc.



GULF COAST ELECTRIC COOPERATIVE, INC.

Wewahitchka, Florida 32465

August 4, 1970

Mr. Archie Gordon
Gordon Engineering Associates, Inc.
P. O. Box 877
Ocala, Florida 32670

Dear Archie:

I talked with Mr. Erle McGough, manager of Withlacoochee River Electric Cooperative, Inc., in Atlanta on Monday and he is going to try to set up an appointment for us with Mr. Jim Vensel or Mr. Robert Mackle, Jr. so that we may submit our proposal to serve the Deltona complex. I will keep you advised if anything concrete materializes out of this.

Very truly yours,

GULF COAST ELECTRIC COOPERATIVE, INC.

Charles E. (Ray) Roberts
Charles E. (Ray) Roberts
Manager

CER/11

FPSC Docket No. 730885 -EU
Exhibit (AUG - 15)

August 28, 1970

Mr. H. Skeet Benton
Benton Associates, Consulting Engineers Inc.
512 East 15th Street
Panama City, Florida

Subject: Deltona Corporation Development

Dear Mr. Benton:

I wish to thank you for the opportunity of meeting with you Thursday, August 27. In accordance with our conversation I would like to make the following comments.

Power for the project in all events will be as generated by Gulf Power Company and delivered over Gulf Power Company high voltage transmission lines. The magnitude of the development makes it impossible for the existing local distribution lines to carry such load and Gulf Coast Electric Cooperative, Inc. will provide such new facilities as are necessary.

Gulf Coast Electric Cooperative has existing distribution lines upon the property and recognizes that additional facilities as are needed by Deltona Corporation must be added. This is a simple matter of additional points of delivery from our power supplier and we anticipate no difficulty in making the necessary additions as the project progresses.

As to the number of substations or sources to be located within the ultimate project, this will depend upon ultimate occupancy and the individual usage of electricity by the consumer. A substation of approximately 12,000 KVA would be capable of serving approximately 4,000 consumers who used an average of 1,000 KWH per month per consumer. However, if the usage is double, the number of consumers which can be served will be approximately 1/2 that number. (Diversity at this number of consumers being almost a lineal function.) We trust that the physical layout and survey design will be adapted to multiple substation sites around the project.

I am enclosing for your examination several prints of design utilized for Spring Hill and Citrus Springs Subdivisions. The two key maps of these subdivisions show the first housing construction units where underground electric is installed. Indicated thereon is the overhead three phase facility which serves the underground electric distribution system. There is sufficient notation thereon to indicate lift stations, etc. where overhead service is required. You will note that pole lines are in general routed along back lot lines and are not set along streets and avenues.

FPSC Docket No. 930885 -E1
Exhibit 1 AWG 16

Mr. H. Skeet Benton
Page 2
August 28, 1970

In order to comply with restricted easements we generally provide space upon the power poles for telephone underbuild should the telephone decide to go joint use.

Enclosed are sheets 4, 8 and 9 of Unit 2, Spring Hill Subdivision as placed on record in Hernando County, Florida. Following these three sheets is one design sheet indicating the location of the cable loop for the residential load in a portion of the area involved. The proposed location of facilities is according to easements provided within Spring Hill and Citrus Springs Subdivisions. Utilities installed within these easements include sewer, water, gas, telephone, TV cable and electric. I do not recommend that the easements be reduced in size unless some effort be made to relocate a portion of these facilities into the streets and avenues. Enclosed also is a print of one cable loop in Citrus Springs Subdivision.

In the past it has been our policy to make a preliminary design based upon the development unit as indicated on the key map and submit it to the Corporation for consideration. This allows full knowledge and information to be assembled by the Consultant as to where lines are intended to be buried and also permits reconciliation of conflicts prior to construction. I might mention that the only power outages experienced in the cable system at Spring Hill Subdivision has been the severance of our cable by other utilities working in the area.

Service capacity will be determined and made in excess of consumer requirements to avoid costly and unsightly changes. We trust that this feature, when combined with the fact that each service will be an individual cable from the transformer will illustrate service flexibility within the individual home.

We would be pleased to answer further questions or provide information as to the provisions that Gulf Coast Electric Cooperative will make to assist Deltona Corporation in construction of this project.

Very truly yours,

GORDON ENGINEERING ASSOCIATES, INC.

A. W. Gordon

AWG:tb
cc: Mr. Arthur Day
Mr. Jim Maulden
Mr. C. E. Ray Roberts
Enclosures

GULF COAST ELECTRIC COOPERATIVE, INC.

WEWAHITCHKA, FLORIDA

4% Florida State Sales Tax Added to Each Bill

SCHEDULE AX

MASS HOUSING RESIDENTIAL SERVICE

APPLICABILITY

Applicable to mass housing residential consumers for all uses in the home, subject to the established rules of the Seller. Approval of the Seller must be obtained prior to the installation of any motor having a rated capacity of five horsepower or more. Mass housing is defined as subdivisions or developments where residential houses or apartments are constructed so as to provide a density of not less than four (4) to one acre of land and not less than one hundred (100) total of such units.

TYPE OF SERVICE

Single-phase, 60 cycles, at available secondary voltages.

RATE PER MONTH

1st	20	kwh	per	month	@	9.75¢	per	kwh
Next	30	kwh	per	month	@	4.5 ¢	per	kwh
Next	50	kwh	per	month	@	3 ¢	per	kwh
Next	100	kwh	per	month	@	2 ¢	per	kwh
Next	600	kwh	per	month	@	1.4 ¢	per	kwh
All over 800 kwh per month @ 1.25¢ per kwh								

MINIMUM MONTHLY CHARGE

The minimum monthly charge under the above rate shall be \$1.95 where 5 kva or less transformer capacity is required. For consumers requiring more than 5 kva transformer capacity the minimum monthly charge shall be increased at the rate of 75¢ for each additional kva or fraction thereof required. Payment of the minimum charge shall entitle the consumer in all cases to the use of the number of kilowatt-hours corresponding to the minimum charge in accordance with the foregoing rate.

TERMS OF PAYMENT

The above rates are net. In the event the current monthly bill is not paid within fifteen (15) days from the date of the bill, a \$2.00 accounting fee is added.

Certified true copy.

Benny C. Lister
BENNY C. LISTER, SECRETARY

FPSC Docket No. 930885
Exhibit (1) AWG.1

GULF COAST ELECTRIC COOPERATIVE, INC.

Mr. C. E. Hinkley
Page Three
December 8, 1970

Out rate Schedule "AX" would be \$17.70

For practical purposes, your residents would have rates approximately 8% lower than those in Panama City.

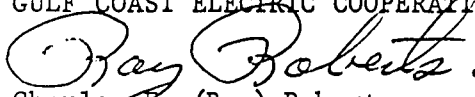
As we have previously pointed out, our commercial Schedule "B" is considerably lower than other local schedules and at 1000 kwh usage, our rate is approximately half or 50% of other schedules.

We would also call your attention to the other attractive incentives we have offered to your company prior to this time.

We appreciate the interest you have shown in Gulf Coast Electric and if we can be of further assistance to you, please do not hesitate to call.

Very truly yours,

GULF COAST ELECTRIC COOPERATIVE, INC.


Charles E. (Ray) Roberts
Manager

CER/11

Enclosures

GULF COAST ELECTRIC COOPERATIVE, INC.

Mr. C. E. Hinkley
Page Two
December 8, 1970

at 20 kwh to 40¢ at 800 kwh and 70¢ at 2500 kwh.

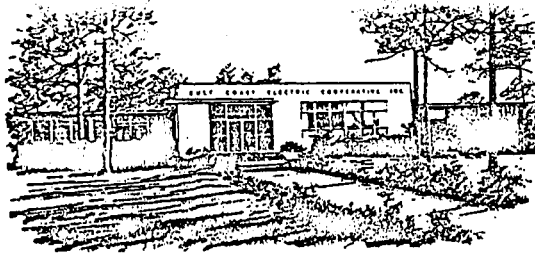
We believe the average bill would vary from 1000 to 2000 kwh per month and if so, our Schedule "AX" would be 1.95% higher than other schedules after other schedules have been corrected for cost of power adjustments on record with the Commission.

The "other schedule" on file with the State Commission provides a "floor" or minimum average cost of power of 1.6¢ from May through October of each year. These are high usage months and anyone using over approximately 1340 kwh does not purchase any 1.4¢ or 1.2¢ kilowatt hours as implied by the rate but only 1.6¢ minimum average cost kilowatt hours for the six month high usage period. Our company does not adjust or raise rates during high usage periods.

We have indicated the effect of this by plotting a red pencil line from 1340 kwh at 1.6¢ along the 1.6¢ cost and find that during the six month period our rates would be 5¢ lower of 1500 kwh, \$1.80 lower at 2000 kwh and \$3.55 lower at 2500 kwh. This should be food for thought.

We understand that the City of Panama City imposes a 10% City Utility Tax and the consumer actually pays 110% of the "other schedule" indicated. This is no fault of the power company but for all practical purposes, it increases the cost of power to the consumer. For example, a Panama City resident would pay approximately the following for 1000 kwh.

1000 kwh base rate	17.10
Cost of power adjustment	<u>.26</u>
Subtotal	17.36
10% City Utility Tax	<u>1.74</u>
Total Bill	\$19.10



GULF COAST ELECTRIC COOPERATIVE, INC.

Wewahitchka, Florida 32465

December 8, 1970

Mr. C. E. Hinkley, Assistant Secretary
Mackle Brothers Division
The Deltona Corporation
Construction and Development Department
3250 S. W. 3rd Avenue
Miami, Florida

Subject: Applicable Residential Power Rates
Washington County, Florida

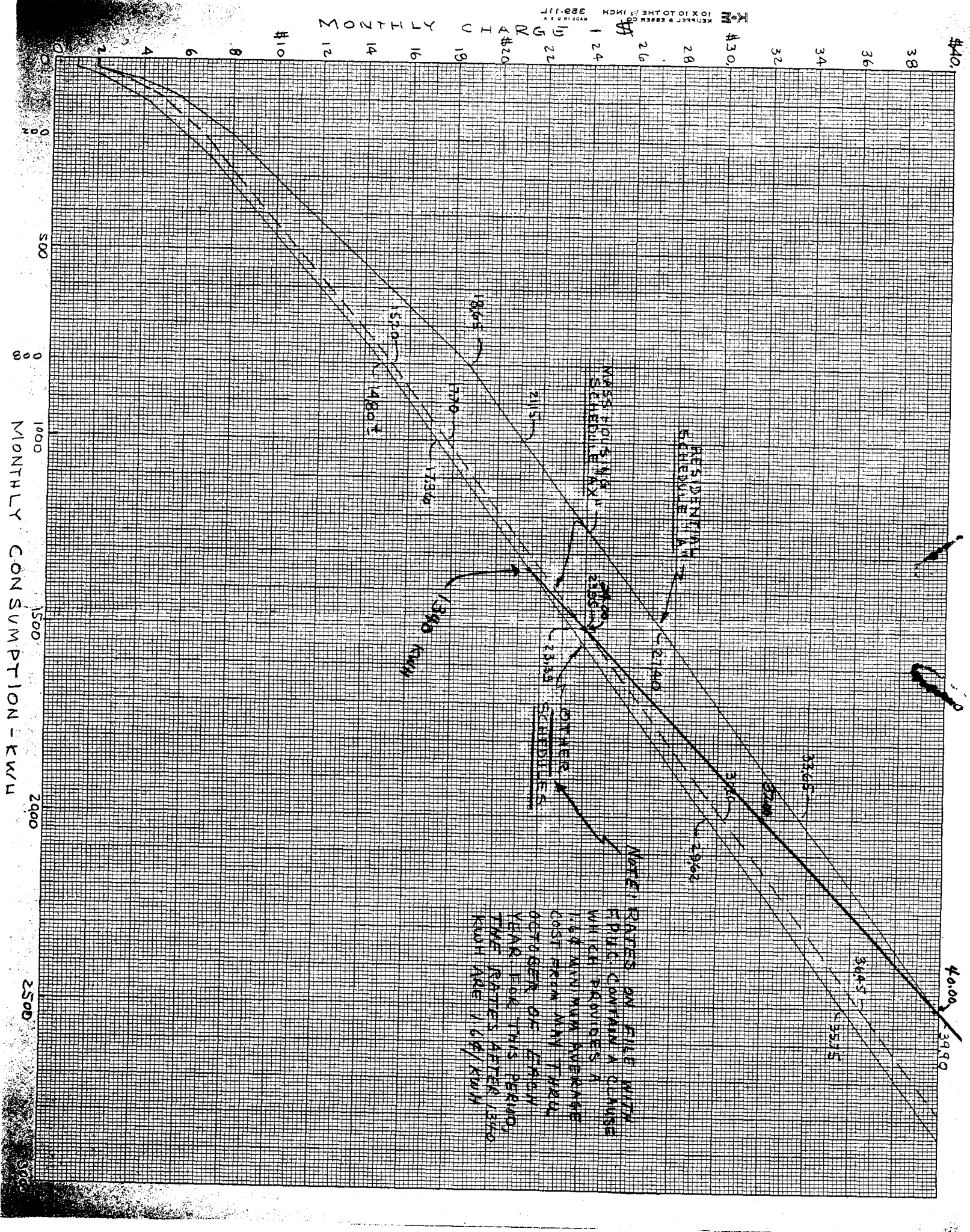
Dear Mr. Hinkley:

After review of our residential power rates as would apply to the Deltona development in Washington County, we came to the conclusion that our existing residential rate could not adequately be applied to a mass housing development. Never in our past history have we had the opportunity to serve a housing unit where a house was on every adjacent lot, where building proceeded in a contiguous manner or where the investment per consumer was so low.

Our consultants have recommended a new rate applicable to mass housing developments. This rate is intended to apply to Deltona. It has been approved by our Board of Trustees and is now in effect and available should any mass housing development so qualify. A certified copy of this rate, Schedule "AX" is enclosed.

To illustrate graphically what we are doing, a coordinate sheet is enclosed. Our existing residential rate, Schedule "A", is plotted for illustration. The mass housing rate, Schedule "AX", is also shown as a dashed broken line. The cost to the consumer is indicated at points of 800, 1000, 1500, 2000 and 2500 kwh/month. Please note that the reduction in monthly charges is roughly \$3.45 per month throughout this range of consumption.

For comparative purposes, we have indicated on the same sheet other rates available in the area from public utilities. These are identified "other schedules". It would appear that our new Schedule "AX" would vary in excess of other schedules from 95¢



10X10 TO THE 1/2 INCH
 MADE IN U.S.A.
 322-117

MONTHLY CONSUMPTION - KWH

STATE OF FLORIDA



OFFICE OF COMMISSION CLERK
ANN COLE
COMMISSION CLERK

Public Service Commission

Docket No. : 930885-EU

Docket Title: Petition to resolve territorial dispute with Gulf Coast Electric Cooperative, Inc. by Gulf Power Company

DN 06289-97: EXHIBIT 18 COMP- (AWG-18): MAP OF PORTION OF WASHINGTON COUNTY, FLORIDA SHOWING STATE ROAD S-279 UNDER CONSTRUCTION AND S-77 ON WEST SIDE OF SUNNY HILLS DEVELOPMENT & ELECTRIC DISTRIBUTION LINES

[CLK NOTE: MAP PORTION OF TESTIMONY EXHIBIT CAN BE FOUND IN MAPS MICROFILM.]



GULF COAST ELECTRIC COOPERATIVE, INC.

Wewahitchka, Florida 32465

December 2, 1971

MEMO TO: Board of Trustees
FROM: Manager
SUBJECT: Gulf Power Company's New Tariff

Attached you will find a copy of Gulf Power Company's tariff that will be filed with the Federal Power Commission on December 1st.

Calculations that I have made and broken down by the months as to the effects the new tariff would have had on Gulf Coast Electric for the previous twelve months is marked Exhibit "A". Had this new tariff been in effect the previous twelve months, Gulf Coast Electric would have paid Gulf Power an additional \$214,508, an increase of 81.23% for wholesale power.

Gulf Coast Electric Cooperative, Inc.'s contract with Gulf Power for wholesale power has been in effect since February 1, 1953. We have purchased power in the past from Gulf Power for 6.5 mills per KWH. Under the new tariff for the previous twelve months the cost would have been 11.68 mills per KWH without taking into consideration the fuel clause adjustment, tax adjustment or 75% ratchet on the contract capacity.

Exhibit "B" will point out the difference in the new tariff and the old tariff. The smaller figures above will reflect the cost in the old contract. In the first block they doubled the KWH per KVA of billing capacity and increased the KWH cost from 1.5 to 1.6 and also increased the number of KWH from fifty thousand to one million, two hundred thousand kilowatt hours. This increase is consistent throughout the new contract. The discount for furnishing, operating and maintaining the complete step-down transformer substation did not decrease or increase in the new contract. The monthly minimum per KVA of billing capacity requirements increased from \$1.50 to \$2.10 per KVA of billing capacity requirement and the 50 KVA minimum was increased to 1,000 KVA minimum billing capacity.

930885
Exhibit AWG 19

Page two
December 2, 1971

GULF COAST ELECTRIC COOPERATIVE, INC.

All four co-ops in Northwest Florida who purchase power from Gulf Power have received notice of this filing with the Federal Power Commission. Gulf Coast Electric Cooperative's contract is the first of the four co-ops to expire. Gulf Coast Electric's contract expires January 31, 1972. Escambia River Electric Cooperative's contract expires April 13, 1972. Choctawhatchee Electric's contracts (3) expire July 2, 1972. West Florida Electric Cooperative has five contracts that will expire in October 1972 and one in July 1975.

Gulf Coast Electric will be the first of the four cooperatives to be affected by the new tariff. I have discussed this increase with Mr. Charles Lowman, Manager of the Alabama Electric Cooperative G & T, and with the approximate 40% increase that Alabama Power has applied for and the approximate 80% increase that the two Florida cooperatives are faced with, he is not in a position at this time to quote what the new pooling rate will be for A. E. C. members.

I talked with Mr. Richard F. Richter, Southeast Area Director, yesterday about the increase we are faced with and the availability of R. E. A. to assist us with a retail rate study. Mr. Richter was willing to have R. E. A. assist us with a rate study but with the limited staff and backlog of requests for assistance, it would be impossible to complete a rate study by February 1, 1972.

It is my recommendation to the Board of Trustees of Gulf Coast Electric that we employ an outside consultant to complete a retail rate study as soon as possible and this new rate be submitted to R. E. A. for approval. After this rate has received R. E. A. approval, the Board of Trustees should adopt these rates the same date that Gulf Power's new tariff becomes effective.

After reviewing the increase in cost, I believe that you will be in agreement that it is imperative that we be prepared for this increase. Our cooperative is not in a financial condition to stand such deficits as we would incur under our present rate in case of an increase in cost of wholesale power.

CER/11

Attachments

GULF POWER COMPANY

WHOLESALE SERVICE

SCHEDULE RE

NOT LESS THAN 1,000 KVA

MONTHLY NET RATE:

100

For the first 200 KWH per KVA of billing capacity requirements:

1.5 50,000

1.60¢ per KWH for the first 1,200,000 KWH; plus

1.3 50,000

1.50¢ per KWH for all over 1,200,000 KWH

100

For the next 300 KWH per KVA of billing capacity requirements:

.6 100,000

1.02¢ per KWH for the first 200,000 KWH; plus

.5 100,000

.85¢ per KWH for all over 200,000 KWH

200

For all over 500 KWH per KVA of billing capacity requirements:

.4

.85¢ per KWH for all such excess

Nov 1970
2,952,000 KWH
7,840 KVA

	1,200,000 @ 1.6	-	\$19,200.00	
1,568,000	368,000 @ 1.5	-	5,520.00	
	200,000 @ 1.02	-	2,040.00	
	<u>1,184,000 @ 0.85</u>	-	<u>10,064.00</u>	
2,952,000			\$36,824.00	
	Discount	-	<u>844.00</u>	
	New Rate	-	\$35,980.00	
	Old Rate	-	<u>\$19,188.00</u>	
	Difference	-	\$16,792.00	or 87.5%

* * * * *

Dec 76
~~JANUARY 1971~~

3,136,000 KWH
6,880 KVA

	1,200,000 @ 1.6	-	\$19,200.00	
1,376,000	176,000 @ 1.5	-	2,640.00	
	200,000 @ 2.01	-	2,040.00	
	<u>1,560,000 @ 0.85</u>	-	<u>13,260.00</u>	
3,136,000			\$37,140.00	
	Discount	-	<u>748.00</u>	
	New Rate	-	\$36,392.00	
MINIMUM	Old Rate	-	<u>\$20,384.00</u>	
	Difference	-	\$16,008.00	or 78.5%

2,976,000 KWH

7,760 KVA

	1,200,000 @ 1.6	-	\$19,200.00
1,552,000	352,000 @ 1.5	-	5,280.00
	200,000 @ 2.01	-	2,040.00
	<u>1,224,000 @ 0.85</u>	-	<u>10,404.00</u>

2,976,000 \$36,924.00

Discount - 836.00

New Rate - \$36,088.00

MINIMUM

Old Rate - \$19,344.00

Difference - \$16,744.00 or 86.5%

* * * * *

Feb MARCH 1971

2,960,000 KWH

7,200 KVA

	1,200,000 @ 1.6	-	\$19,200.00
1,440,000	240,000 @ 1.5	-	3,600.00
	200,000 @ 1.02	-	2,040.00
	<u>1,320,000 @ 0.85</u>	-	<u>11,220.00</u>

2,960,000 \$36,060.00

Discount - 780.00

New Rate - \$35,280.00

Old Rate - \$19,240.00

Difference - \$16,040.00 or 83.4%

19032.00

March

2,960,000 KWH

7,200 KVA

	1,200,000 @ 1.6	-	\$19,200.00
1,440,000	240,000 @ 1.5	-	3,600.00
	200,000 @ 1.02	-	2,040.00
	<u>1,320,000 @ 0.85</u>	-	<u>11,220.00</u>

2,960,000 \$36,060.00

Discount - 780.00

New Rate - \$35,280.00

MINIMUM

Old Rate - \$19,240.00

Difference - \$16,040.00 or 83.4%

* * * * *

April
~~MAY~~ 1971

2,672,000 KWH

6,720 KVA

	1,200,000 @ 1.6	-	\$19,200.00
1,344,000	144,000 @ 1.5	-	2,160.00
	200,000 @ 1.02	-	2,040.00
	<u>1,128,000 @ 0.85</u>	-	<u>9,588.00</u>

2,672,000 \$32,988.00

Discount - 732.00

New Rate - \$32,256.00

MINIMUM

Old Rate - \$16,876.00

Difference - \$15,380.00 or 91.1%

17,368.00

may
2,800,000 KWH
7,600 KVA

	1,200,000 @ 1.6	-	\$19,200.00
1,520,000	320,000 @ 1.5	-	4,800.00
	200,000 @ 1.02	-	2,040.00
	<u>1,080,000 @ 0.85</u>	-	<u>9,180.00</u>
	2,280,000		\$35,200.00
	Discount	-	<u>820.00</u>
	New Rate	-	\$34,400.00
MINIMUM	Old Rate	-	<u>\$18,200.00</u>
	Difference	-	\$16,200.00 or 89%

* * * * *

June
~~JULY~~ 1971

4,160,000 KWH
9,440 KVA

	1,200,000 @ 1.6	-	\$19,200.00
1,888,000	688,000 @ 1.5	-	10,320.00
	200,000 @ 1.02	-	2,040.00
	<u>2,072,000 @ 0.85</u>	-	<u>17,612.00</u>
	4,160,000		\$49,172.00
	Discount	-	<u>1,004.00</u>
	New Rate	-	\$48,168.00
MINIMUM	Old Rate	-	<u>\$27,040.00</u>
	Difference	-	\$21,128.00 or 78.1%

July

4,056,000 KWH

9,520 KVA

	1,200,000 @ 1.6	-	\$19,200.00
1,904,000	704,000 @ 1.5	-	10,560.00
	200,000 @ 1.02	-	2,040.00
	<u>1,952,000 @ 0.85</u>	-	<u>16,592.00</u>

4,056,000 \$48,392.00

Discount - 1,012.00

New Rate - \$47,380.00

MINIMUM

Old Rate - \$26,364.00

Difference - \$21,016.00 or 79.7%

* * * * *

August ~~SEPTEMBER~~ 1971

3,904,000 KWH

9,600 KVA

	1,200,000 @ 1.6	-	\$19,200.00
1,920,000	720,000 @ 1.5	-	10,800.00
	200,000 @ 1.02	-	2,040.00
	<u>1,784,000 @ 0.85</u>	-	<u>15,164.00</u>

3,904,000 \$47,204.00

Discount - 1,020.00

New Rate - \$46,184.00

MINIMUM

Old Rate - \$25,376.00

Difference - \$20,808.00 or 82%

A. F. L. SEPT 1971
 3,960,000 KWH ✓
 9,280 KVA ✓

1,200,000 @ 1.6 - \$19,200.00
 656,000 @ 1.5 - 9,840.00
 200,000 @ 1.02 - 2,040.00
1,904,000 @ 0.85 - 16,184.00

3,960,000 \$47,264.00
 Discount - 988.00
 New Rate - \$46,276.00
 Old Rate - \$25,740.00

MINIMUM

Difference - \$20,536.00 or 79.8%

* * * * *

NOVEMBER 1971

act

3,048,000 KWH

9,200 KVA

1,200,000 @ 1.6 - \$19,200.00
 640,000 @ 1.5 - 9,600.00
 200,000 @ 1.02 - 2,040.00
1,008,000 @ 0.85 - 8,568.00

3,048,000 \$39,408.00
 Discount - 980.00
 New Rate - \$38,428.00
 Old Rate - \$20,612.00

Difference - \$17,816.00 or 86.3%