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October 6, 1995

FILED

Ms. Blanca S. Bayo, Director  
Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Betty Easley Conference Center  
Room 110  
Tallahassee, Florida 32399-0850

HAND DELIVERY

Re: Docket No. 950307-EU

Dear Ms. Bayo:

Enclosed herewith for filing in the above-referenced docket on behalf of Jacksonville Electric Authority and Florida Power & Light Company are the original and fifteen copies of the Joint Motion to Approve Territorial Agreement.

Please acknowledge receipt of these documents by stamping the extra copy of this letter "filed" and returning the same to me.

Thank you for your assistance with this filing.

Sincerely,

William B. Willingham

- ACK
- AFA \_\_\_\_\_
- APP \_\_\_\_\_ WBW/rl
- CAF \_\_\_\_\_
- CMU \_\_\_\_\_
- CTR \_\_\_\_\_
- EAG
- LEG
- LIN
- CPC \_\_\_\_\_
- ROH \_\_\_\_\_
- SEC
- WAS \_\_\_\_\_
- OTH \_\_\_\_\_

cc: All Parties of Record

DOCUMENT NUMBER-DATE

09895 OCT-6 1995

FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN RE: Petition of Jacksonville )  
Electric Authority to Resolve a ) DOCKET NO. 950307-EU  
Territorial Dispute with Florida )  
Power & Light Company in St. Johns )  
County ) Filed: October 5, 1995  
\_\_\_\_\_ )

JOINT MOTION TO APPROVE TERRITORIAL AGREEMENT

Pursuant to Rule 25-22.037(2) and Rule 25-6.0440, Florida Administrative Code, FLORIDA POWER & LIGHT COMPANY ("FPL") and JACKSONVILLE ELECTRIC AUTHORITY ("JEA") jointly file this Motion for Approval of a territorial agreement and say:

I. Procedural Background

1. On March 20, 1995, JEA filed a Petition to Resolve a Territorial Dispute in St Johns County against FPL. On May 12, 1995, FPL filed a Second Amended Answer and Counterpetition to JEA's Petition. The Petition and Counterpetition involved territory located in St. Johns County, Florida.

2. In consultation with Commission staff, the parties to this docket immediately entered into substantial settlement negotiations with respect to all contiguous territory serviced by both utilities. These negotiations necessitated several Commission Orders revising and extending certain procedural deadlines in this docket (Order Nos. 95-0713-PCO-EU, 95-1029-PCO-EU and 95-1086-PCO-EU).

3. FPL and JEA have now reached agreement on all outstanding issues previously dividing the parties and have incorporated their agreement in the Territorial Agreement submitted as part of this motion. The agreement resolves the disputes identified in JEA's

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FPSC-RECORDS/REPORTING

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Petition and FPL's Counterpetition and re-affirms and re-establishes a territorial boundary between the two utilities within St. Johns, Nassau, and Duval Counties, which boundary will help prevent future territorial disputes between the parties. A copy of this Territorial Agreement is attached as Attachment "A".

## II. The Territorial Agreement

4. FPL and JEA have been parties to territorial agreements with each other for the better part of both utility's history of service in St. Johns, Nassau and Duval Counties. The current territorial boundary establishing the respective service areas for the utilities was established in 1963.

5. The new territorial agreement and boundary is not radically different from previous FPL-JEA agreements. Indeed the territorial boundary remains essentially the same; however, the new agreement clarifies the exact location of that boundary. Thus the parties are confident that there should be little confusion associated with the exact location of each utility's respective service territories in the future.

6. More importantly, the new agreement completely eliminates all grandfathered customers via the transfer of all customers currently serviced by one utility in the other utility's service area. As the net compensation for the transfer of all customers and associated facilities including customer revenue compensation, net book value of facilities, relocation costs, feeder tie construction costs, and cost recovery for all area improvements, JEA will pay FPL the sum of \$1,730,000.

7. FPL and JEA suggest that the proposed Territorial Agreement achieves the Commission's standards set forth in Rule 25-6.0440, Fla. Admin. Code, and will provide for the continued orderly and efficient provision of electric service for FPL and JEA customers while allowing for growth in service for both parties.

8. FPL and JEA jointly represent to the Commission that the Territorial Agreement: (a) is in the public interest, (b) will not cause a decrease in the reliability of electrical service to the existing or future customers of the parties to the Agreement, and (c) will eliminate existing or potential uneconomic duplication of facilities. A summary of the Territorial Agreement is set forth in the following paragraphs.

9. Territorial Maps. Exhibit "A" of the Territorial Agreement contains the proposed territorial boundary between FPL and JEA in St. Johns, Nassau and Duval counties. These maps provide the Commission and the parties with sufficient detail for the economical and efficient administration of the boundary by the utilities and their customers.

10. Number and Classes of Customers to be Transferred. The Territorial Agreement provides for the orderly transfer of 463 customers between FPL and JEA. FPL will transfer 447 customer accounts to JEA and JEA will transfer 16 customer accounts to FPL. Exhibits "B" and "C" of the Territorial Agreement list the customers to be transferred from FPL to JEA and JEA to FPL respectively.

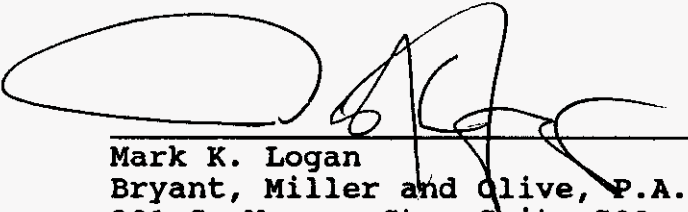
11. Customer Contacts. Each customer listed in Exhibits "B" and "C" of the territorial agreement will be mailed an appropriate

copy of one of the letters attached to this Motion as Attachment "B" notifying the customer of the proposed transfer and explaining the rate differential involved in such transfer. As the transfer letter indicates, a telephone number is provided for any interested customer to register approval/disapproval of the proposed transfer. FPL and JEA will update Commission staff as to the responses received from affected customers on a periodic basis pending final Commission action on the proposed Agreement.

WHEREFORE, FPL and JEA jointly request that the Commission enter an order resolving the petition filed by JEA and the Counterpetition by FPL by approving the Territorial Agreement attached hereto as Attachment "A".

DATED this 6th day of October, 1995.

Respectfully submitted,



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ATTORNEYS FOR JACKSONVILLE  
ELECTRIC AUTHORITY

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was served by U.S. Mail on Beth Culpepper, Florida Public Service Commission, Gerald L. Gunter Building, Room 301, 2540 Shumard Oak Blvd., Tallahassee, Florida, 32399-0850, this 6th day of October, 1995.

William B. Willoughby  
ATTORNEY