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December 10, 1996

Ms. Blanca Bayo
Division of Records and Reporting
Florida Public Service Commission
101 East Gaines Street
Tallahassee, Florida 32399

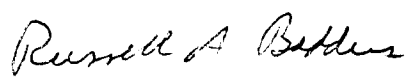
RE: Docket No. 930885-EU

Dear Ms. Bayo:

Enclosed please find the original and one copy of: Gulf Power Company's Notice of Serving Seventh Set of Interrogatories on Gulf Coast Electric Cooperative (along with the original of the Certificate of Service) and Gulf Power Company's Notice of Serving Sixth Request for Production of Documents on Gulf Coast Electric Cooperative (along with the original of the Certificate of Service).

Please mark the enclosed extra copy of this letter with the date and time that the material was accepted in your office for filing, and return same to the undersigned. Thank you for your assistance in this matter.

Very truly yours,



Russell A. Badders,
For the Firm

- ACK _____
 - AFA _____
 - APP _____
 - CAF _____
 - CMU _____
 - CTR _____
 - EAG _____
 - LEG _____
 - LIN _____
 - OPC _____
 - RCH _____
 - SEC 1
 - WAS _____
 - OTH _____
- Enclosures

DOCUMENT NUMBER-DATE

13177 DEC 11 88

FPSC-RECORDS/REPORTING

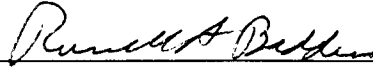
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN RE: Petition to resolve)
territorial dispute with Gulf)
Coast Electric Cooperative, Inc.)
By Gulf Power Company)

Docket No. 930885-EU
Served: December 10, 1996

NOTICE OF SERVING SEVENTH SET OF INTERROGATORIES

Notice is hereby given that Gulf Power Company ("Gulf Power" or "Gulf") hereby serves its seventh set of interrogatories numbered 46-59 by U.S. Mail on Gulf Coast Electric Cooperative, Inc., on December 10, 1996.



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DOCUMENT NUMBER-DATE

13177 DEC 11 1996 000574

FPSC-RECORDS/REPORTING

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
Served: December 10, 1996

**GULF POWER COMPANY'S SEVENTH SET OF INTERROGATORIES
TO GULF COAST ELECTRIC COOPERATIVE, INC.**

Gulf Power Company ["Gulf Power" or "Gulf"], by and through its undersigned attorneys, propounds the following interrogatories pursuant to Rule 1.340, Florida Rules of Civil Procedure, to Gulf Coast Electric Cooperative, Inc. ["GCEC"]. These interrogatories shall be answered under oath by you or your agent, who is qualified and who shall be identified, with the answers being served as provided by the Florida Rules of Civil Procedure. As provided by Rule 1.340(a), Florida Rules of Civil Procedure, each interrogatory shall be answered separately and fully in writing under oath unless it is objected to. Each answer shall be signed by the person making it.

Please give the name, address and business relationship to GCEC of those persons providing answers to each of the following interrogatories.

DEFINITIONS AND INSTRUCTIONS

1. As used herein, "GCEC" shall mean Respondent Gulf Coast Electric Cooperative, Inc., its agents, officers, directors, representatives and employees.
2. As used herein, "identify" shall mean, with respect to a person, to provide the name, last known address, and last known telephone number.
3. As used herein, "identify" shall mean, with respect to documents, the description of the document, its whereabouts, and the identity of the individual responsible for custody of the document.

4. As used herein, "relating to" shall mean without limitation with respect to, referring to, concerning, embodying, establishing, evidencing, proposing, compromising, connected with, commenting on, responding to, showing, describing, analyzing, reflecting, presenting or constituting.

5. As used herein, "any" and "all" shall have the same meaning as needed to bring within the scope of these interrogatories any answer that might otherwise be construed to be outside the scope hereof.

6. As used herein the singular shall mean the plural and the plural shall mean the singular if such construction brings within the scope of these interrogatories any answer that might otherwise be construed to be outside the scope hereof.

7. If GCEC withholds any information in response to an interrogatory on the grounds of an asserted privileged or work product exemption, identify the privilege or exemption forming the basis for the withholding of information and describe the basis for the asserted privilege or exemption.

INTERROGATORIES

46. Does GCEC consider the territorial provisions of the wholesale electric tariff that was in effect between Gulf Power and GCEC from 1947 to 1981 to have been a form of territorial agreement? If the answer is “no”, then please explain in detail the reason for this answer.

47. Please give and explain in detail the GCEC’s definition of “uneconomic duplication.”

48. If either Gulf Power or GCEC serves a particular customer at a cost that represents a cost difference that is “de minimus” when compared to what the other utility would have

to spend to serve the same customer, has uneconomic duplication occurred?

49. In the establishment of territorial boundaries and transfer of customers, as proposed in Mr. Bohrmann's testimony (reference page 8, line 24 through page 11, line 6), should customer preference be given any consideration? If not, why not?

50. In the establishment of territorial boundaries and transfer of customers, as proposed in Mr. Bohrmann's testimony (reference page 8, line 24 through page 11, line 6), should any territorial boundaries be established in areas where the cost difference between the cost for Gulf Power to serve any new customer and the cost for GCEC to serve the same new customer would be "de minimis?" Please include the rationale for the answer.

51. In the establishment of territorial boundaries and transfer of customers, as proposed in Mr. Bohrmann's testimony (reference page 8, line 24 through page 11, line 6), should any territorial boundaries be established such that Gulf Power would be precluded from serving a new 100 MW customer, even though Gulf Power's cost to serve that customer might have been within a "de minimis" cost difference of GCEC's cost to serve that customer? a new 20 MW customer? a new 4,000 kW customer? a new 300 kW customer? a new 20 kW, three-phase customer? a new 10 kW, single-phase customer?

52. Please provide a detailed description of Gulf Coast Electric Cooperative's distribution planning procedures, policies, and methodology involved in the determination of expanding the Coop's facilities, whether it is of GCEC directly, or any of its agents, contractors, or consultants. Please also include an explanation and description of the difference in planning the rural areas as opposed to urban areas, if such a difference exist.

53. Please identify every point on the GCEC distribution system in Bay and Washington Counties where a “normally open” switch is located that by closing of this switch would allow one or the other feeder to pick up the load of the other feeder, in the event of a failure of a section of the feeder (i.e. sectionalizing). Identify every time that this type of switching has occurred to each of these switches over the past eight years, whether it was maintenance or emergency reasons.

54. What was the substance of and the position taken in Stephen Page Daniel's testimony in the various proceedings referred to at pages 3-5 of Stephen Page Daniel's pre-filed direct testimony? Did any of these proceedings involve the issue of drawing a line between the facilities of two or more utilities? Did any of these proceedings involve agreements between one or more of the parties as to a territorial boundary?

55. Does GCEC believe that customer choice and "least cost to serve" should be factors to be considered in this proceeding? If not, please explain your response. Please state the positions of GCEC and Stephen Page Daniel as to the definition of "least cost to serve".

56. Does GCEC agree that the proposals made by Gulf Power Company in its pre-filed direct testimony are economically superior to a lines-on-the-ground approach? If not, please explain in detail the basis for your response.

57. Is GCEC aware of any instance in Washington or Bay county in which electric service from Gulf Power Company was requested by a customer and Gulf Power Company refused to provide the requested service? If yes, please provide the name of such customer, the date such request was made and refused, and the location of such customer?

58. Has GCEC ever refused to serve a customer who requested service in Washington or Bay county? If yes, please state the name and location of the customer as well as the date on which the request was made and refused. What is the policy of GCEC pertaining to requests for service and distribution line extensions? Does that policy include provisions for contributions in aid of construction ("CIAC") for residential customers? for other customer classes? Is this policy followed in all instances or are exceptions made? If exceptions are made to this policy, under what circumstances are exceptions made?

59. What is the source and scope of GCEC's "obligation to serve" in Washington and Bay counties? Is GCEC's "obligation to serve" a result of statutory, regulatory or other governmental authority? If yes, please provide the name of the entity imposing the "obligation to serve". Please define "obligation to serve" as used in your response to this interrogatory?

STATE OF FLORIDA

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____ who being by me first duly sworn and who is personally known to me/who has produced the following as identification: _____, states on oath that the foregoing answers to interrogatories are true and correct.

Name: _____
Title: _____
For Gulf Coast Electric
Cooperative, Inc.

Sworn to and subscribed before me this ____ day of _____, 19__.

Notary Public, State of Florida
at Large
Name: _____
Commission No: _____
My Commission Exp. _____

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN RE: Petition to resolve)
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By Gulf Power Company)

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CERTIFICATE OF SERVICE

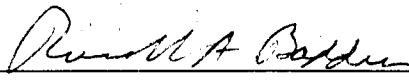
I HEREBY CERTIFY that a copy of the foregoing has been furnished this 10th day of

December, 1996 by U.S. Mail to the following:

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

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