



Writer's Direct Dial:  
(561) 691-7101

R. Wade Litchfield  
Senior Attorney  
Florida Authorized House Counsel  
Florida Power & Light Company  
700 Universe Boulevard  
Juno Beach, FL 33408-0420  
(561) 691-7135 (Facsimile)

ORIGINAL

April 24, 2003

**VIA HAND DELIVERY**

Ms. Blanca S. Bayó, Director  
Division of the Commission Clerk and  
Administrative Services  
Florida Public Service Commission  
Betty Easley Conference Center, Room 110  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

COMMISSION  
CLERK

APR 24 AM 10:48

RECEIVED FPSC

030391 - EU

**Re: Joint Petition of Florida Power & Light Company and the City of  
Lake Worth for Approval of Amendment to a Territorial Agreement**

Dear Ms. Bayó:

Enclosed herewith for filing are the original and fifteen (15) copies of a Joint Petition for Approval of Amendment to a Territorial Agreement Between Florida Power & Light Company and Lake Worth Utilities Authority.

Please acknowledge receipt of this filing by stamping the extra copy of this letter "filed" and returning same to me. Also included herewith is a computer diskette containing the Joint Petition in Microsoft Word. Should you have any questions regarding this filing, please contact me at (561) 691-7101.

Sincerely,

-R. Wade Litchfield

RWL/ec  
Enclosures  
cc: Richard J. Miller, Esq. (with enclosures)

RECEIVED & FILED

*mas*  
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

03776 APR 24 8

FPSC-COMMISSION CLERK

**BEFORE THE**

**FLORIDA PUBLIC SERVICE COMMISSION**

In re: Joint Petition of Florida Power )  
& Light Company and the City of Lake )  
Worth for approval of Amendment to )  
a Territorial Agreement )

Docket No. \_\_\_\_\_

Date Filed: April 24, 2003

**JOINT PETITION FOR APPROVAL  
OF AMENDMENT TO A TERRITORIAL  
AGREEMENT BETWEEN FLORIDA POWER & LIGHT  
COMPANY AND LAKE WORTH UTILITIES AUTHORITY**

**NOW BEFORE THIS COMMISSION**, through their respective undersigned Counsel, come Florida Power & Light Company (“FPL” or the “Company”) and the City of Lake Worth, successor to Lake Worth Utilities Authority (“Lake Worth” or the “City”), and pursuant to Section 366.04(d), Florida Statutes, hereby request approval of an Amendment to the Territorial Agreement and Contract for Interchange Service Between Florida Power & Light Company and Lake Worth Utilities Authority, City of Lake Worth, Florida (the “Amendment”), attached hereto as Exhibit A. In support of this Petition, FPL and the City state as follows:

1. FPL is a public utility subject to the jurisdiction of the Florida Public Service Commission (“Commission”) under Chapter 366, Florida Statutes. FPL’s General Offices are located at 9250 West Flagler Street, Miami, FL 33174.

2. The City of Lake Worth is a municipal corporation duly created and validly existing under Florida Law. The City of Lake Worth is successor to Lake Worth Utilities Authority.

3. Any pleading, motion, notice, order or other document required to be served upon the petitioner or filed by any party to this proceeding should be served upon the following individuals:

William G. Walker, III  
Vice President  
Florida Power & Light Company  
215 South Monroe Street  
Suite 810  
Tallahassee, FL 32301-1859  
(850) 521-3910  
(850) 521-3939 (telecopier)

R. Wade Litchfield  
Senior Attorney  
Florida Power & Light Company  
700 Universe Boulevard  
Juno Beach, FL 33408-0420  
(561) 691-7101  
(561) 691-7135 (telecopier)

Larry A. Karns  
City Attorney  
City of Lake Worth, Florida  
City Hall  
7 North Dixie Highway  
Lake Worth, FL 33460  
(561) 586-1631  
(561) 586-1636 (telecopier)

4. FPL and the Lake Worth Utilities Authority, City of Lake Worth (the "Authority") entered into a Territorial Agreement and Contract for Interchange Service, dated March 6, 1972 (the "Lake Worth Agreement"). The Commission approved the Lake Worth Agreement by its Order No. 5505, dated August 14, 1972, Docket No. 72346-EU.

5. In November 4, 2002, the Florida Municipal Power Association ("FMPA") requested and FPL agreed to include the City as an All-Requirements Member under the Network Service Agreement between Florida Power & Light Company and FMPA, dated March 6, 1996 (the "NSA"), subject to obtaining the requisite approvals from the Federal Energy Regulatory Commission.

6. To effect such change FMPA and FPL, among other things, have executed and filed with the FERC an Amendment No. 6 to the NSA, dated October 31, 2002, to include the City as an All-Requirements Member. Upon NSA Amendment Number 6 becoming effective, Lake Worth will receive interchange service under FMPA's Contract for Interchange Service Between FPL and FMPA, dated January 3, 1991 ("FMPA Interchange Contract") and the provisions in the Lake Worth Agreement pertaining to interchange service will no longer be required.

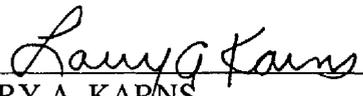
7. Accordingly, FPL and Lake Worth seek Commission approval of the Amendment attached hereto as Exhibit A. The Amendment eliminates all interchange and interconnection related terms and conditions concurrently with the date that Network Service to Lake Worth becomes effective. The Amendment expressly preserves all terms and conditions relating to territorial matters. The Lake Worth Agreement has defined and governed petitioners' relationship as to service territories for approximately thirty years. Because the Lake Worth Agreement remains unchanged as to territorial matters, it is not clear that the Commission need approve the Amendment. Nevertheless, in an abundance of caution, FPL and the City ask that the Commission do so.

**WHEREFORE**, for the above and foregoing reasons, Florida Power & Light Company and the City of Lake Worth respectfully request that the Commission grant this Petition for Approval of the Amendment to the Territorial Agreement and Contract for Interchange Service

Between Florida Power & Light Company and Lake Worth Utilities Authority, City of Lake  
Worth, Florida.

Respectfully submitted,

By:   
R. WADE LITCHFIELD  
Florida Authorized House Counsel  
Attorney for Florida Power & Light Company  
700 Universe Boulevard  
Juno Beach, Florida 33408-0420  
(561) 691-7101  
(561) 691-7135 telecopier

By:   
LARRY A. KARNS  
Florida Bar No. ~~759678~~ 181591  
City Attorney  
City of Lake Worth, Florida  
City Hall  
7 North Dixie Highway  
Lake Worth, FL 33460  
(561) 586-1631  
(561) 586-1636 (telecopier)

**EXHIBIT A**

**Amendment to the Territorial Agreement and  
Contract for Interchange Service  
Between  
Florida Power & Light Company  
and  
Lake Worth Utilities Authority, City of Lake Worth, Florida**

This Amendment to the Territorial Agreement and Contract for Interchange Service Between Florida Power & Light Company and Lake Worth Utilities Authority, City of Lake Worth, Florida is made and entered into this 12th day of November, 2002 by and between Florida Power & Light Company ("FPL") and the Florida Municipal Power Agency ("FMPA"), as agent for the City of Lake Worth, successor to Lake Worth Utilities Authority, ("Lake Worth"). FPL and FMPA are herein referred to individually as Party and collectively as the Parties.

**WHEREAS**, Lake Worth has provided written notice to FPL that FMPA has been authorized to act as agent for Lake Worth with respect to interchange service contracts, interconnection agreements, power supply agreements and transmission service agreements;

**WHEREAS**, Lake Worth and FPL entered into a Territorial Agreement and Contract for Interchange Service, dated March 6, 1972 (the "Lake Worth Agreement");

**WHEREAS**, FMPA has requested, and FPL has agreed, to include Lake Worth as an All-Requirements Member under the Network Service Agreement Between Florida Power & Light Company and the Florida Municipal Power Agency dated March 6, 1996 (the "NSA");

**WHEREAS**, to effect such change FMPA and FPL have, among other things, executed and filed with the Federal Energy Regulatory Commission Amendment No. 6 to the NSA, dated October 31, 2002, to include Lake Worth as an All-Requirements Member;

**WHEREAS**, upon the NSA Amendment No. 6 becoming effective, Lake Worth will receive interchange service under FMPA's Contract for Interchange Service Between Florida Power & Light Company and the Florida Municipal Power Agency dated January 3, 1991 ("FMPA Interchange Contract"); and

**WHEREAS**, among other things, Amendment No. 6 provides that the Lake Worth Agreement will be amended to eliminate all interchange and interconnection related terms and conditions concurrently with the date that Network Service to Lake Worth becomes effective, thus preserving all terms and conditions relating to territorial matters;

**NOW THEREFORE**, the parties agree that the Lake Worth Agreement shall be amended as follows:

**Section 1:** Upon Amendment No. 6 to the NSA becoming effective: (a) Sections 0.4 and 0.5; Articles II, III, IV (including associated interchange schedules as amended from time to time), V, VI VII and VIII; and Exhibit C of the Lake Worth Agreement are hereby deleted in their entirety and shall have no further force and effect; (b) "P.O. Box 3100, Miami, Florida" in the third line of Section 9.4 shall be replaced with "P.O. Box 029100, Miami, Florida 33102-9100"; and (c) the title of the Lake Worth Agreement shall be replaced in its entirety with the following: "Territorial Agreement between Florida Power & Light Company and The City of Lake Worth, Florida."

**Section 2:** Except as expressly modified by this Amendment, the terms of the Lake Worth Agreement shall remain in full force and effect and shall continue to govern the relationship of the parties as to territorial matters consistent with the terms of the Lake Worth Agreement.

**Section 3:** In the event that either or both FPL and Lake Worth conclude that this Amendment must be filed with the Florida Public Service Commission, FPL and Lake Worth shall jointly make such a filing and shall provide one another such support and cooperation as may be reasonably required to effectuate the filing and to obtain any required approvals of the Florida Public Service Commission.

**IN WITNESS WHEREOF,** the Parties hereto have caused this Amendment to be executed by their respective authorized representatives as of the date first stated above.

**ATTEST:**

By: *David T. Blomley*

**FLORIDA POWER & LIGHT COMPANY**

By: *[Signature]* 11/19/02  
Vice President

**ATTEST:**

By: *[Signature]*

**FLORIDA MUNICIPAL POWER AGENCY  
(as agent for the City of Lake Worth)**

By: *[Signature]* 11/18/02  
General Manager

ACKNOWLEDGMENT OF AUTHORITY OF FMPA

The undersigned Utilities Director for the City of Lake Worth Utilities ("LWU") hereby acknowledges and agrees that the Florida Municipal Power Agency ("FMPA") is authorized to act as agent for and on behalf of the LWU, pursuant to LWU's joinder into the FMPA All-Requirements Project, to assume and negotiate with Florida Power & Light ("FPL") any and all contracts and changes to existing contracts between LWU and FPL, including, but not limited to, interchange service contracts, interconnection agreements, power supply agreements and transmission service agreements. FMPA will coordinate and confer with LWU on all such contracts and changes to all existing contracts set forth above.

Dated this 26 day of July, 2002.

  
 Utilities Director  
 City of Lakeworth Utilities