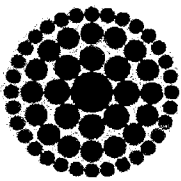


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Florida Power
CORPORATION

Charles F. Reischmann
ASSISTANT COUNSEL

SUBMITTED FOR FILING: October 10, 1991

October 25, 1991

**ORIGINAL
FILE COPY**

Mr. Steven C. Tribble, Director
Division of Records and Reporting
Florida Public Service Commission
1010 East Gaines Street
Tallahassee, Florida 32399-0870

Re: Territorial Agreement Between Central Florida Electric
Cooperative, Inc., and Florida Power Corporation, in
Chiefland, Florida
Docket No. 911046

Dear Mr. Tribble:

Enclosed please find an amended page three to the above-listed
Petition. After discussing this matter with staff counsel for the
Public Service Commission, we discovered a typographical error on
this page. Accordingly, I would appreciate your substituting this
corrected page three for the original page three in the Petition.
I very much appreciate your assistance in this matter.

Respectfully submitted,

Charles F. Reischmann
Assistant Counsel

CFR:eh

cc: Gregory V. Beauchamp, Esq.
Mr. Edward Ricketson
Albert H. Stephens, Esq.
Mr. William Howell
Mr. Ken Dyer

DOCUMENT NUMBER-DATE
10749 OCT 28 1991
FPSC-RECORDS/REPORTING

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

6. There are certain geographic areas not specifically addressed in the prior territorial agreements or in the subsequent amendments thereto where the parties more recently have had some concern as to which of them should provide electric service to customers requesting such service. These areas are addressed in detail in the proposed Agreement. FPC and CFEC have discussed the provision of service to these areas and have reached tentative agreement, again subject to the approval of this Commission, as to which of the two utilities would be the most appropriate to serve the areas in question. Attached hereto as Exhibit No. 1 is a copy of the Agreement dated July 16, 1991, which embodies the tentative agreement reached between the parties.

Effect on Existing Customers

7. Attached to the Agreement as Composite Exhibit A are maps and legal descriptions defining the territorial boundaries which the parties seek to have the Commission approve in this proceeding.

8. Exhibit B of the Agreement identifies 11 customer accounts of FPC (4 commercial and 7 residential) which ultimately are to be transferred to CFEC pursuant to the Agreement and 388 customer accounts of CFEC (29 commercial and 359 residential) which ultimately are to be transferred to FPC pursuant to this Agreement. Section 2.3 of the Agreement provides for a transition period in order to minimize any inconvenience to these customers. Under this transition procedure, any affected current CFEC customer may request to become a customer of FPC once the Agreement is approved, or the customer may elect to remain a customer of CFEC until the

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Effect on Existing Customers

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Effect on Existing Customers

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Effect on Existing Customers

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Effect on Existing Customers

7. Attached to the Agreement as Composite Exhibit A are maps and legal descriptions defining the territorial boundaries which the parties seek to have the Commission approve in this proceeding.

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Effect on Existing Customers

7. Attached to the Agreement as Composite Exhibit A are maps and legal descriptions defining the territorial boundaries which the parties seek to have the Commission approve in this proceeding.

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Effect on Existing Customers

7. Attached to the Agreement as Composite Exhibit A are maps and legal descriptions defining the territorial boundaries which the parties seek to have the Commission approve in this proceeding.

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Effect on Existing Customers

7. Attached to the Agreement as Composite Exhibit A are maps and legal descriptions defining the territorial boundaries which the parties seek to have the Commission approve in this proceeding.

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Effect on Existing Customers

7. Attached to the Agreement as Composite Exhibit A are maps and legal descriptions defining the territorial boundaries which the parties seek to have the Commission approve in this proceeding.

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Effect on Existing Customers

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Effect on Existing Customers

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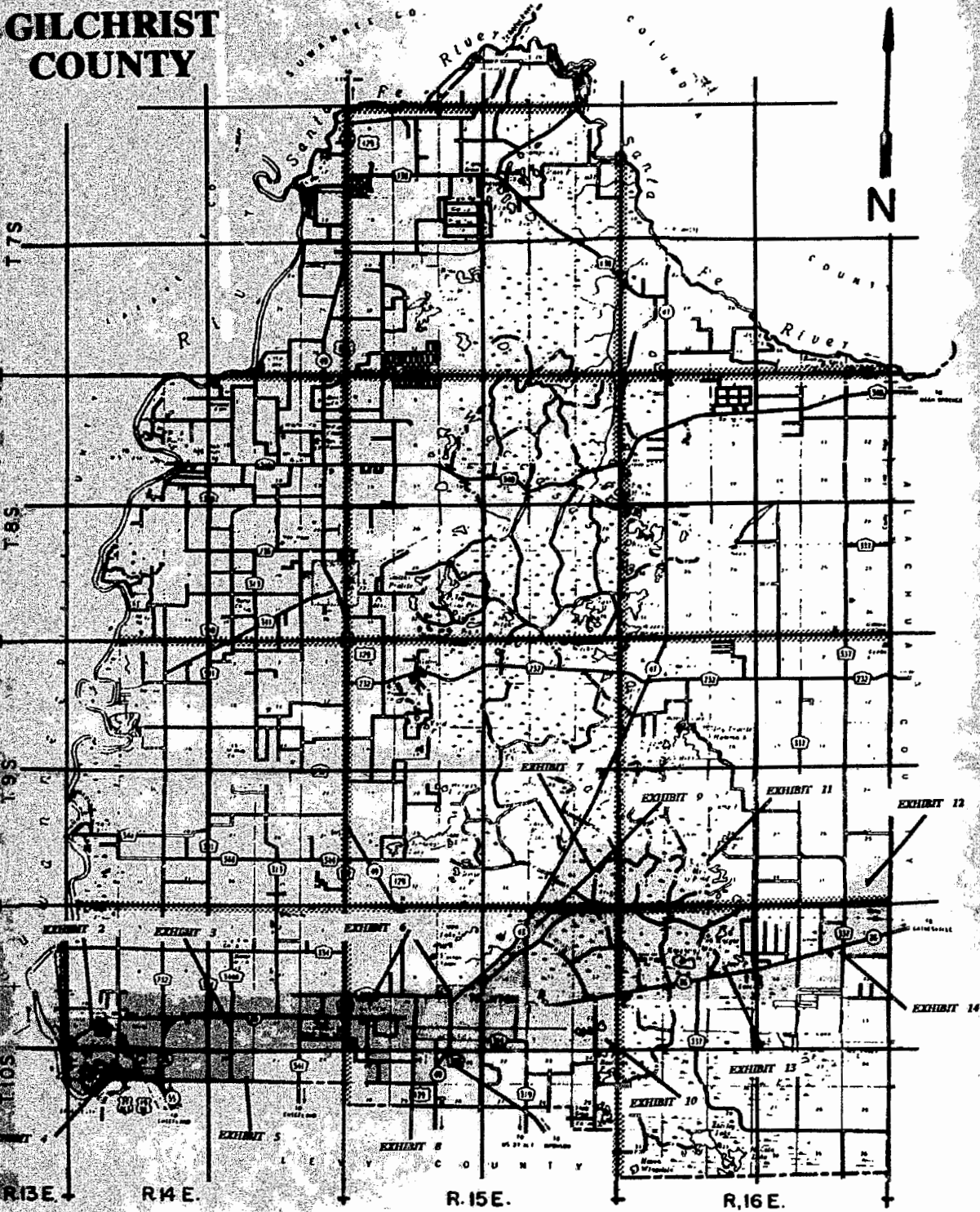
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EXHIBIT A

COMPOSITE MAPS

GILCHRIST COUNTY



INDEX MAP

EXHIBIT 'A'

CODE



CENTRAL FLA. ELECTRIC COOPERATIVE



FLORIDA POWER CORPORATION

TERRITORIAL AGREEMENT

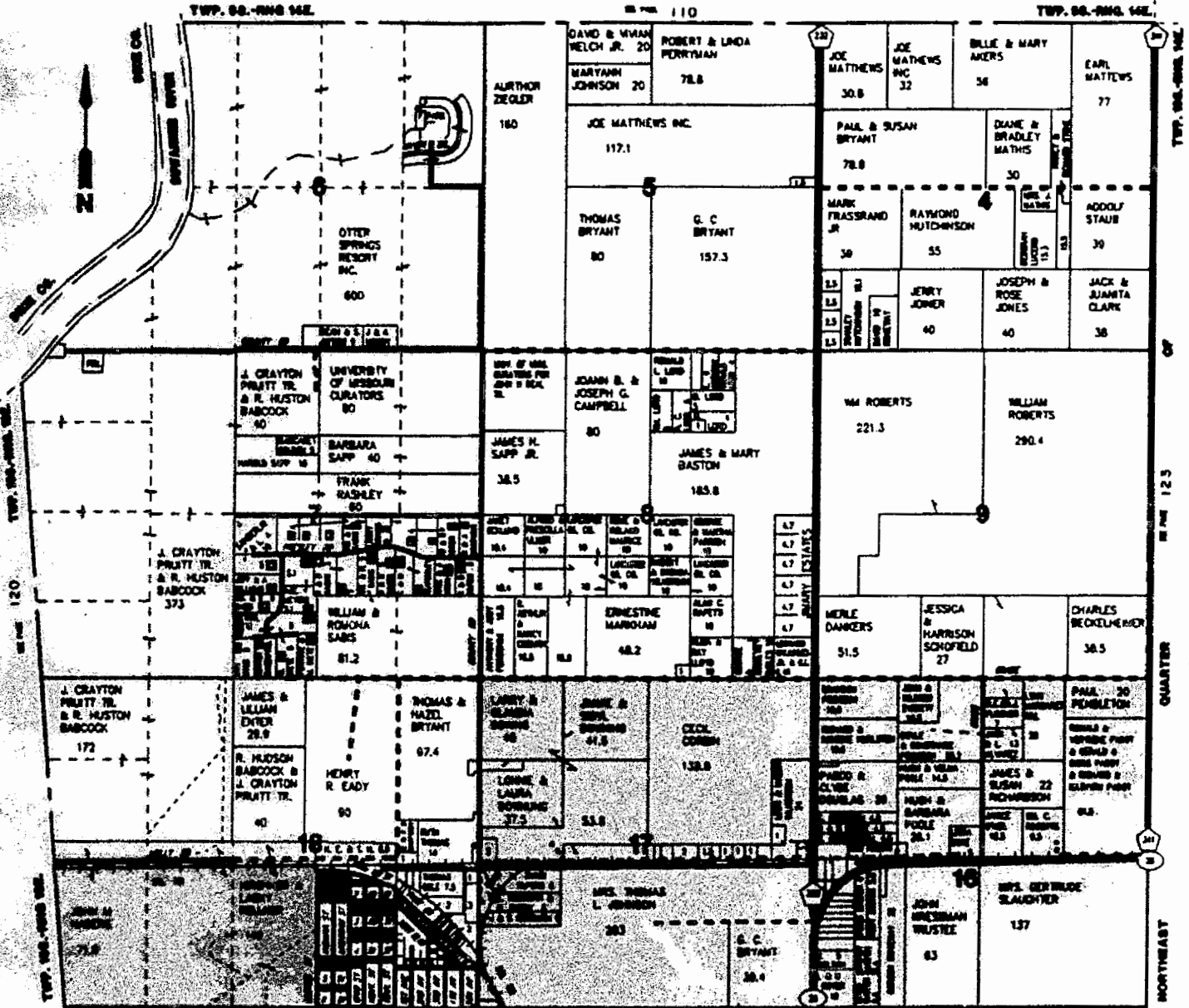
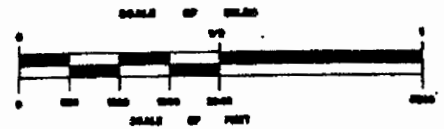
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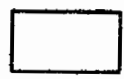
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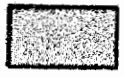
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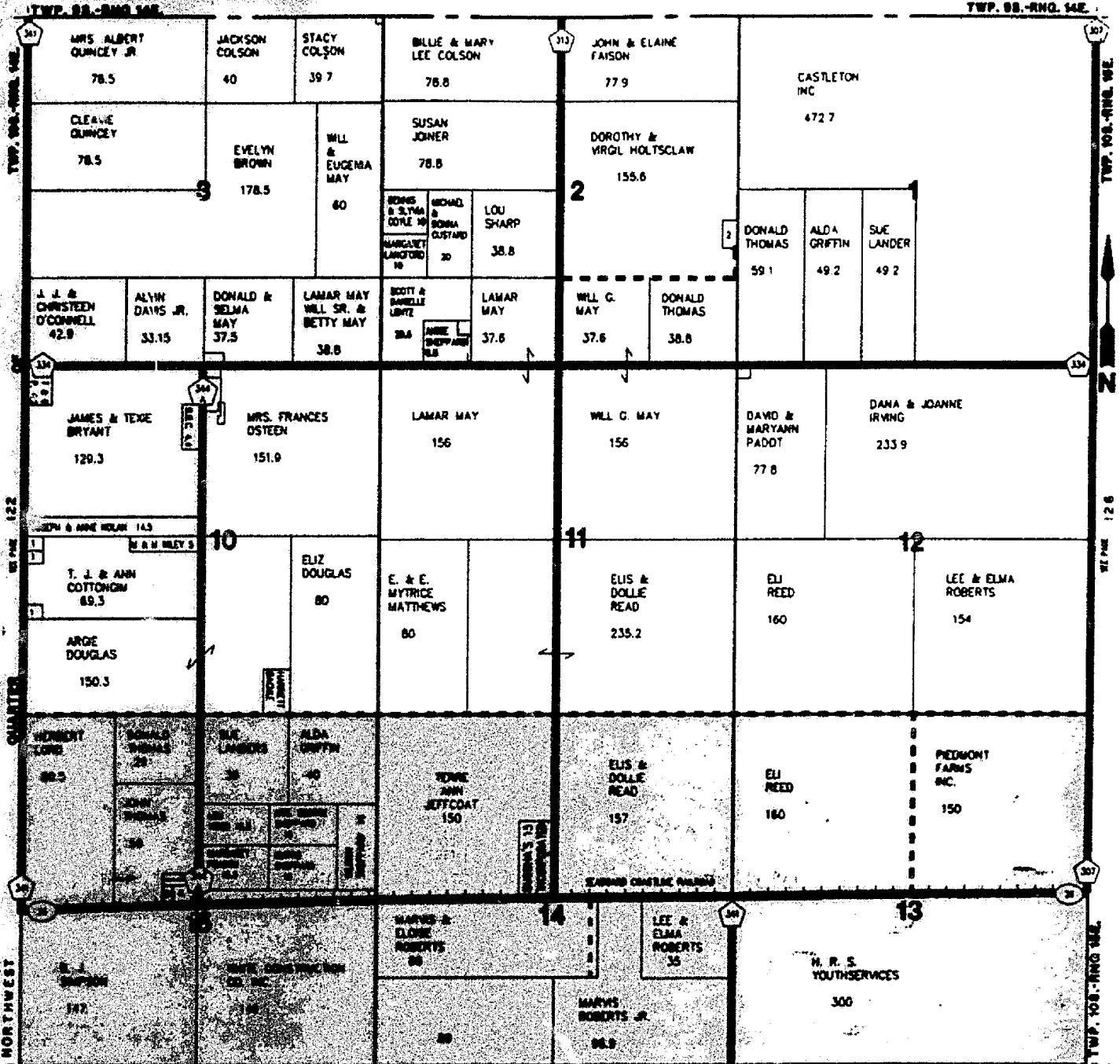
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FLORIDA POWER CORPORATION

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FLORIDA POWER CORPORATION

TERRITORIAL AGREEMENT

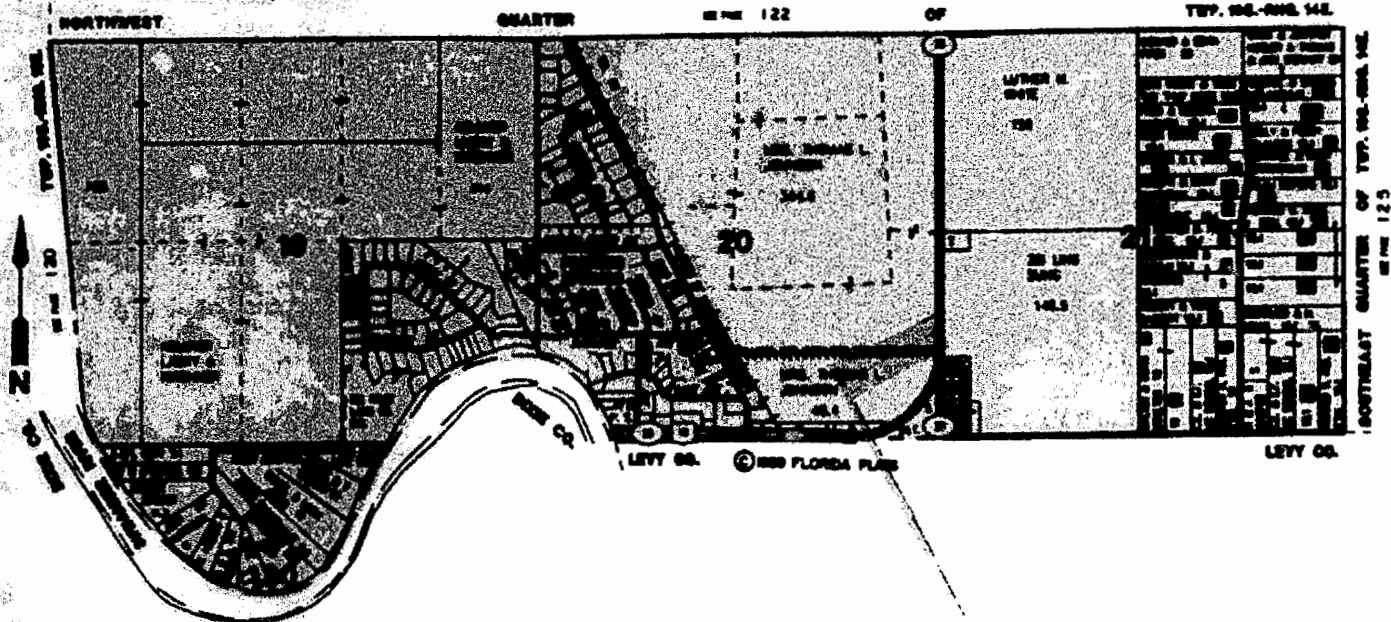
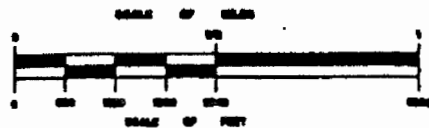
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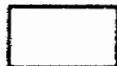
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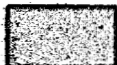
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CODE



CENTRAL FLA. ELECTRIC COOPERATIVE



FLORIDA POWER CORPORATION

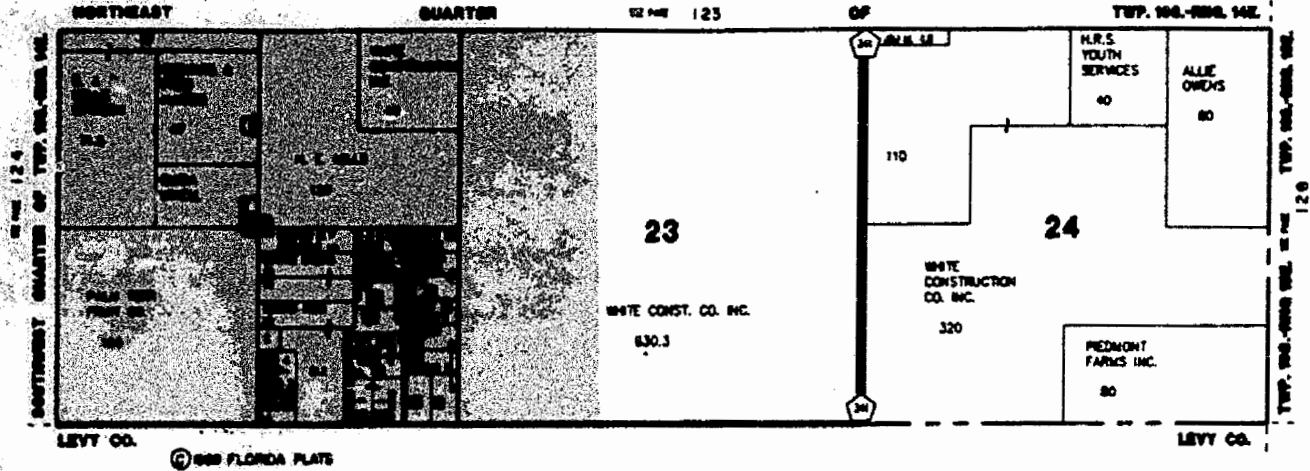
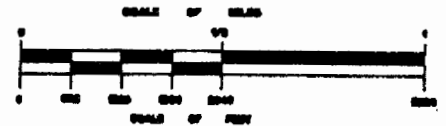
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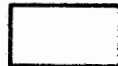
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TWP. 10S.-RNG. 14E.

SOUTHEAST QUARTER
OLCHNEY CO., FLORIDA



CODE



CENTRAL FLA. ELECTRIC COOPERATIVE



FLORIDA POWER CORPORATION

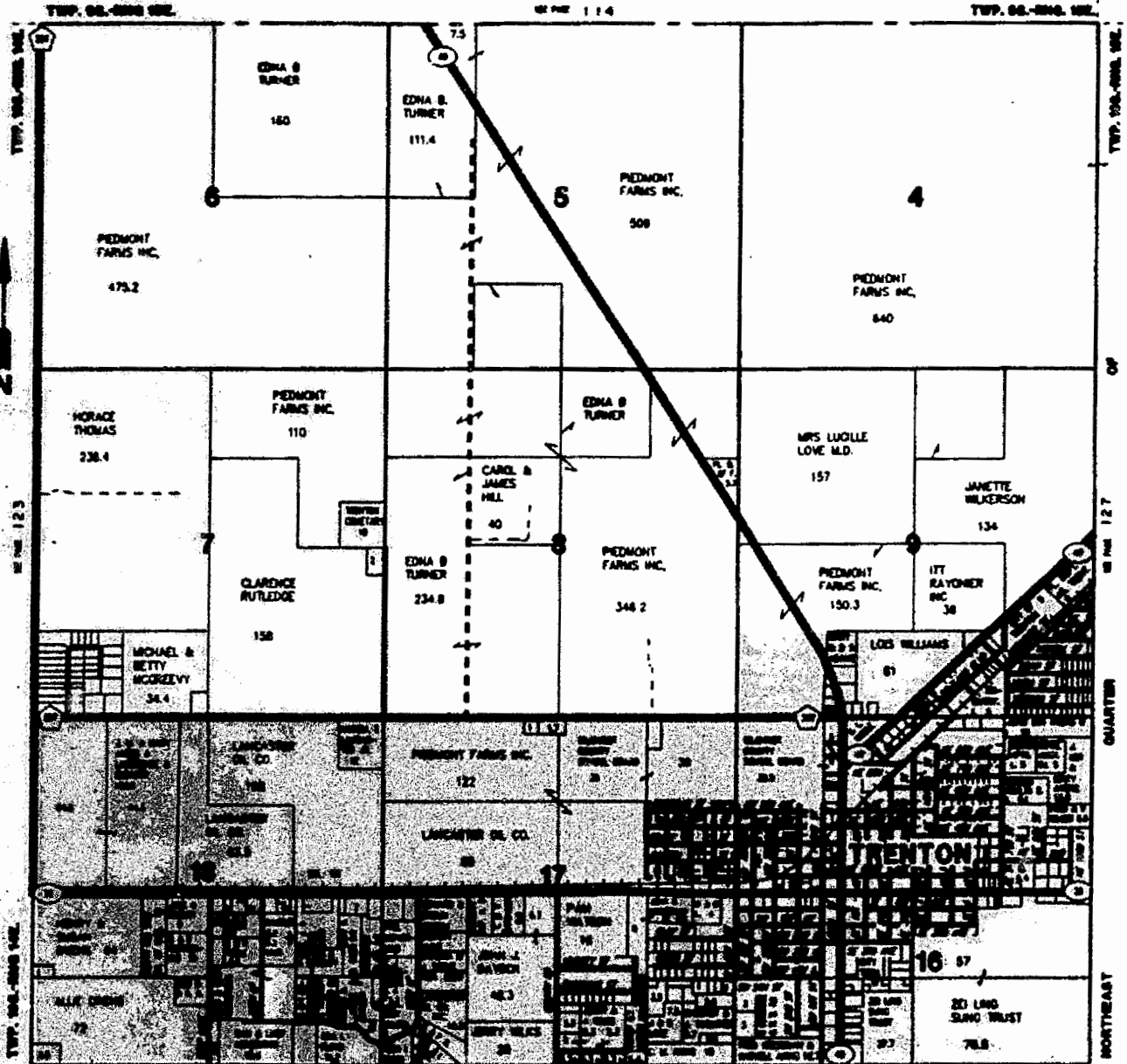
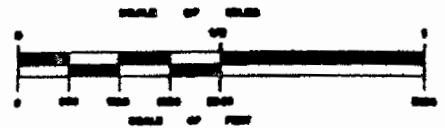
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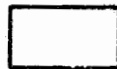
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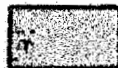
NORTHWEST QUARTER
GLADWIN CO., FLORIDA



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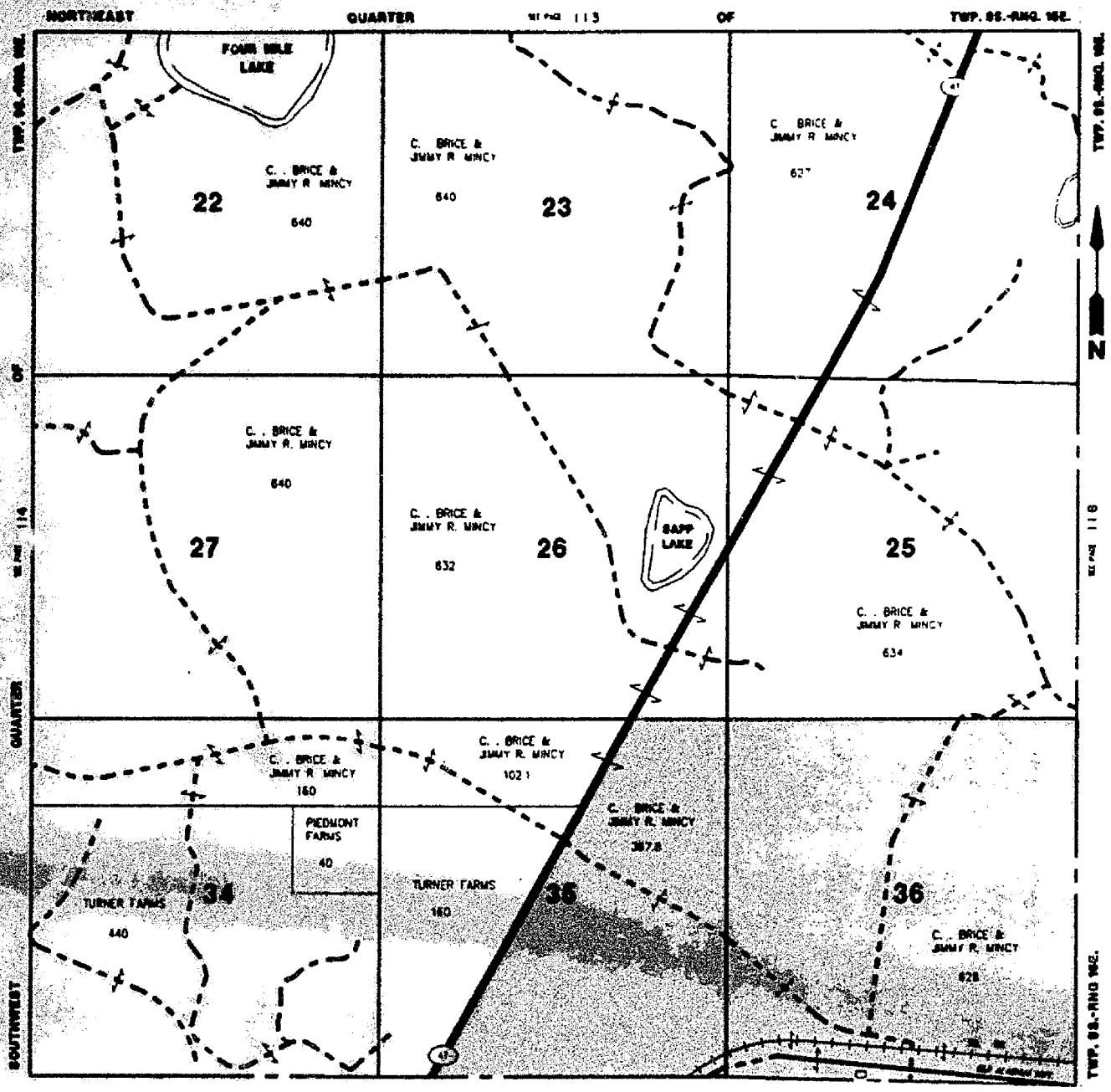
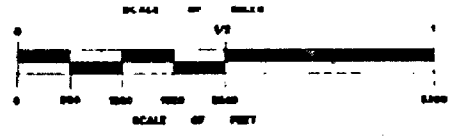
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TWP. 9S.-RNG. 15E.

SOUTHEAST QUARTER
SILCHRIST CO., FLORIDA



- CODE
- CENTRAL FLA. ELECTRIC COOPERATIVE
 - FLORIDA POWER CORPORATION

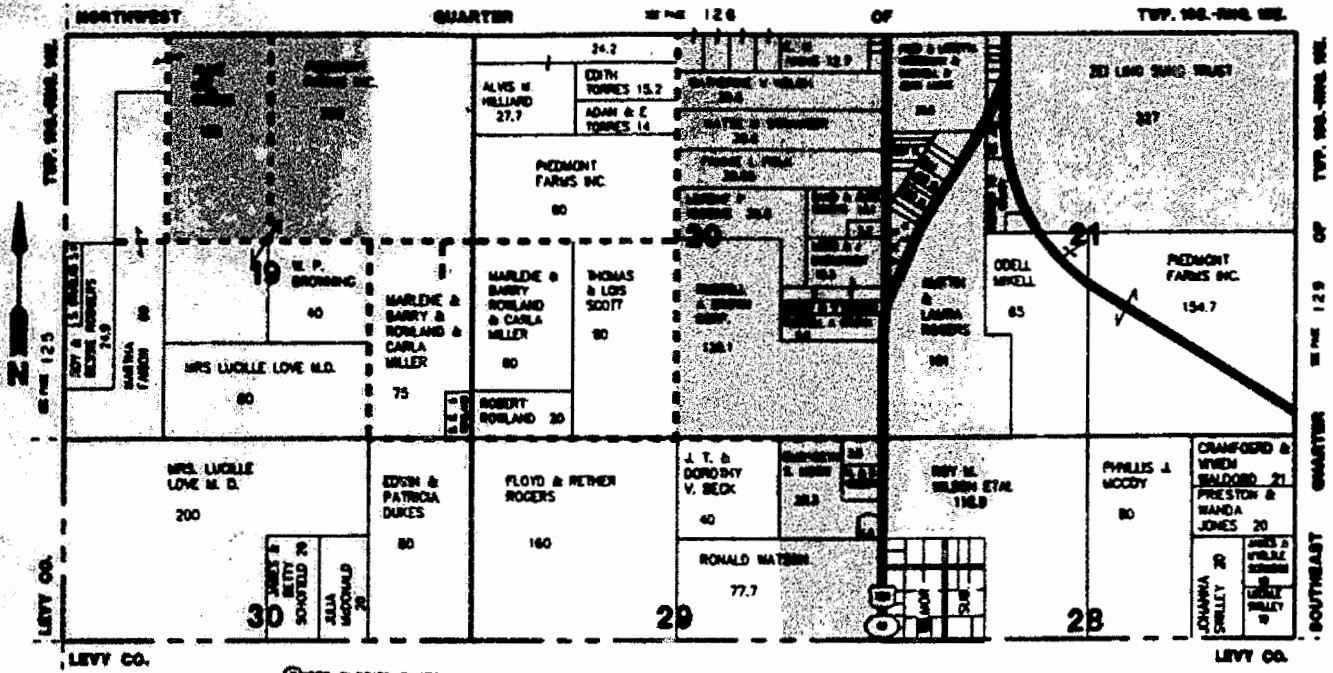
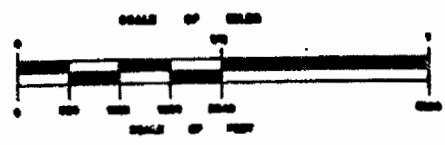
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Date 3-91 Exhibit 7 of 14 Total Exhibit

TWP. 10S.-RNG. 15E.

SOUTHWEST QUARTER
ALCHIST CO., FLORIDA

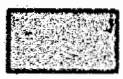


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CENTRAL FLA. ELECTRIC COOPERATIVE



FLORIDA POWER CORPORATION

TERRITORIAL AGREEMENT

BETWEEN

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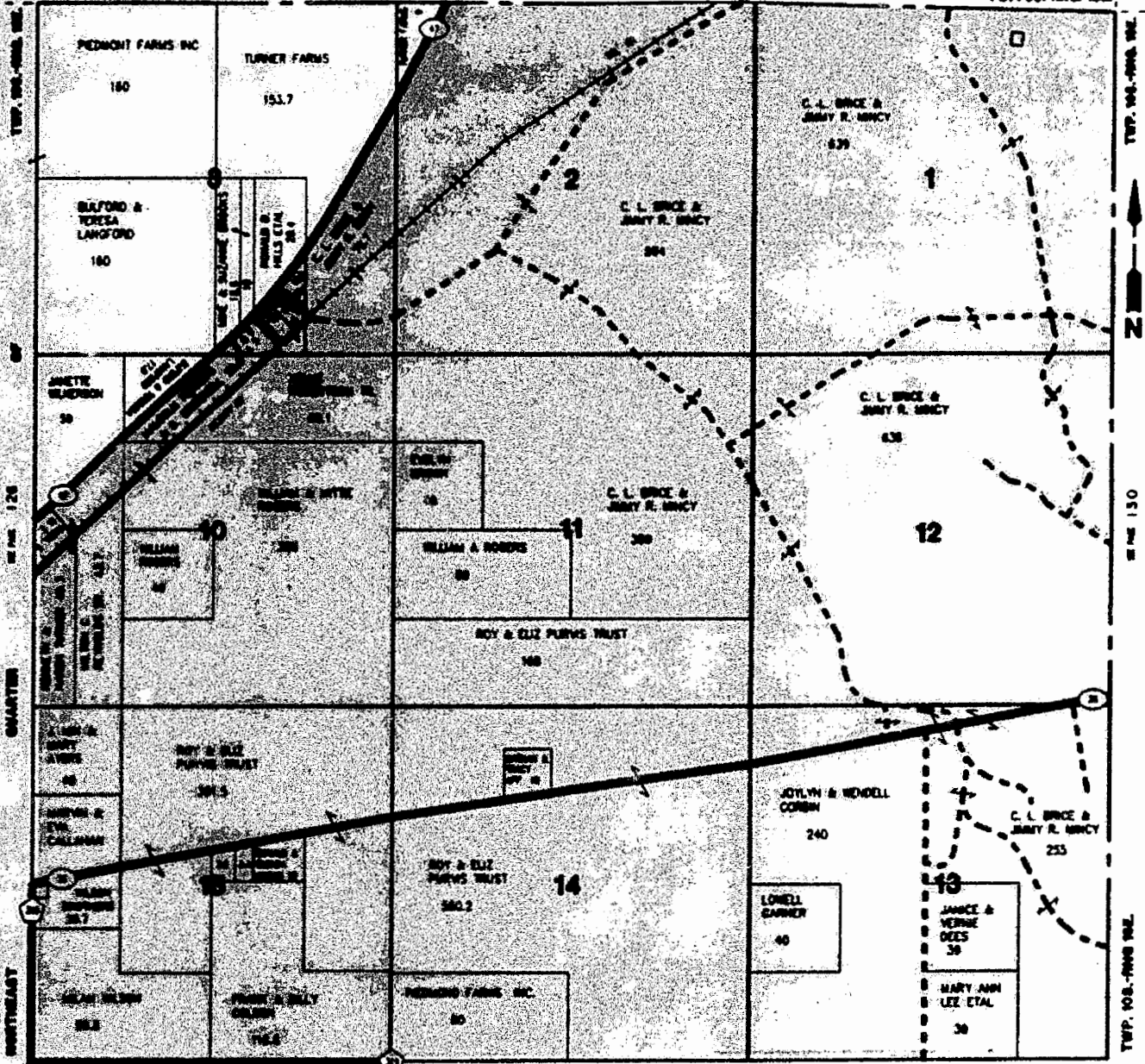
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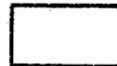
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SECTION 115

TWP. 10S.-RNG. 15E.



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CENTRAL FLA. ELECTRIC COOPERATIVE



FLORIDA POWER CORPORATION

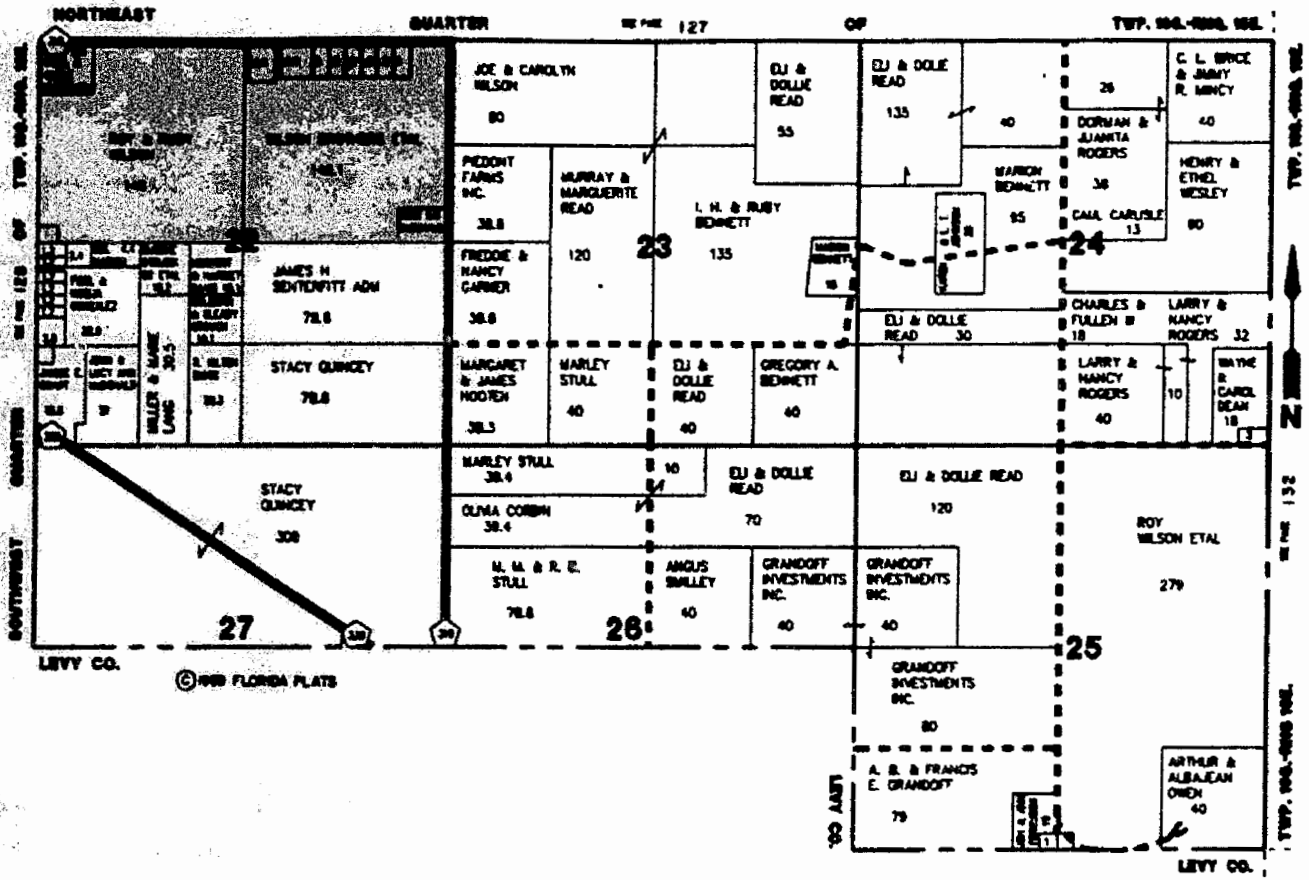
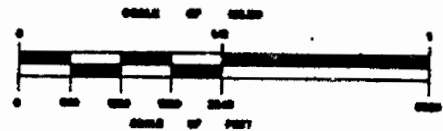
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SOUTHEAST QUARTER
SUCHEMIST CO., FLORIDA



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CENTRAL FLA. ELECTRIC COOPERATIVE



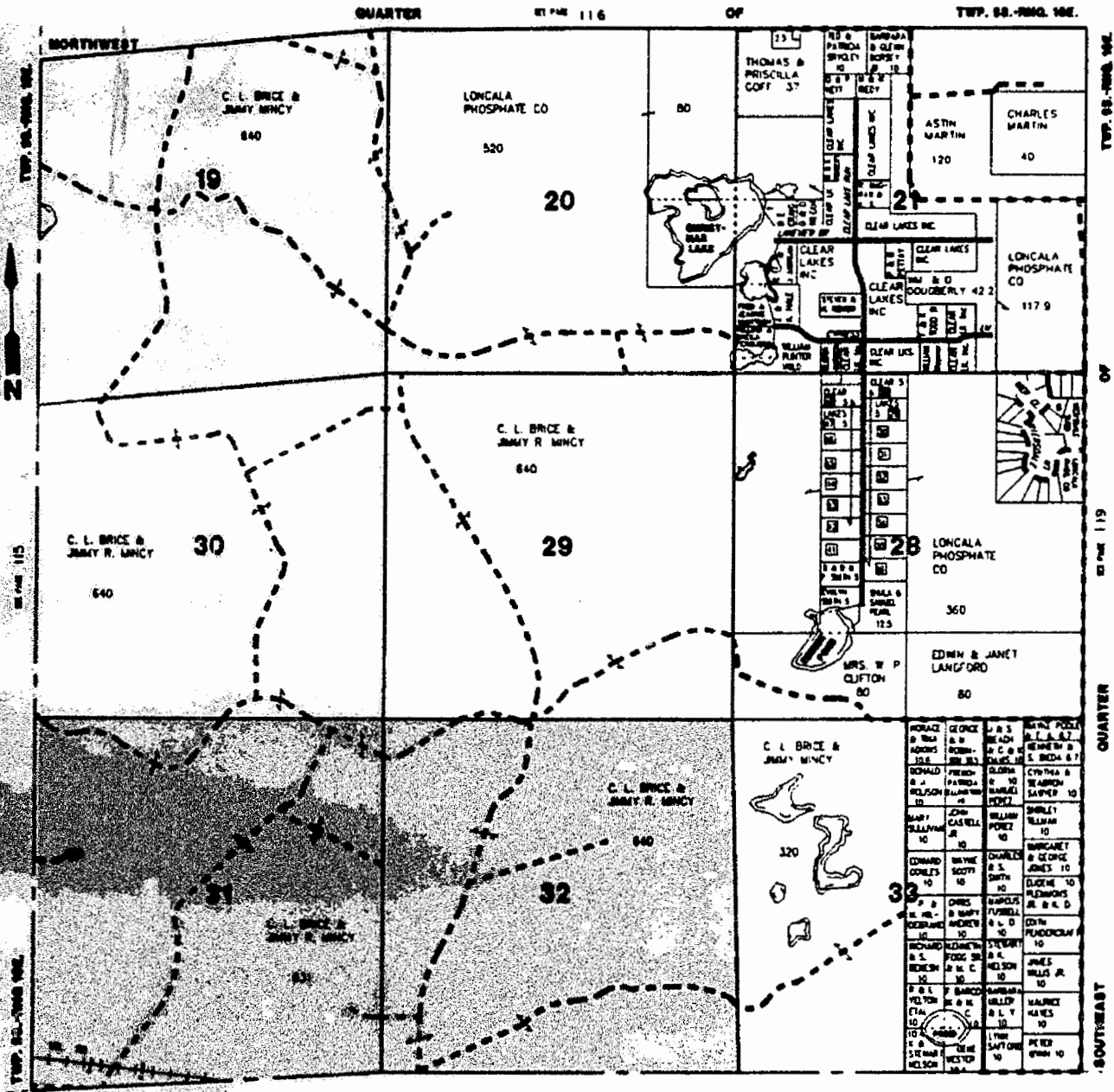
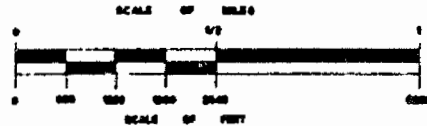
FLORIDA POWER CORPORATION

TERRITORIAL AGREEMENT

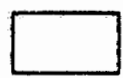
BETWEEN

CENTRAL FLORIDA ELECTRIC COOP. INC. and FLORIDA POWER CORP. INC.

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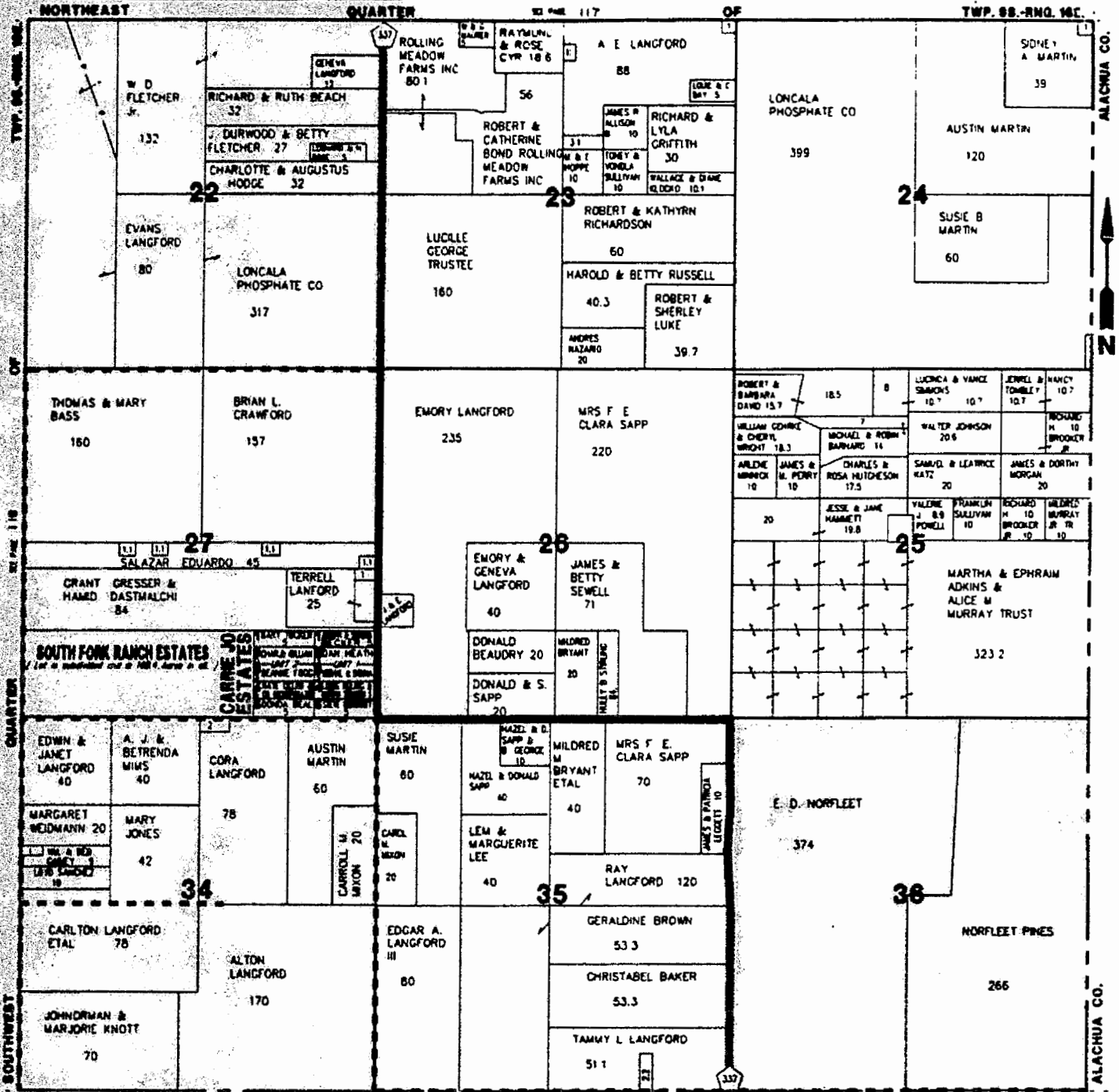
CENTRAL FLA. ELECTRIC COOPERATIVE





FLORIDA POWER CORPORATION

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BETWEEN

CENTRAL FLORIDA ELECTRIC COOP. INC. and FLORIDA POWER CORP. INC.



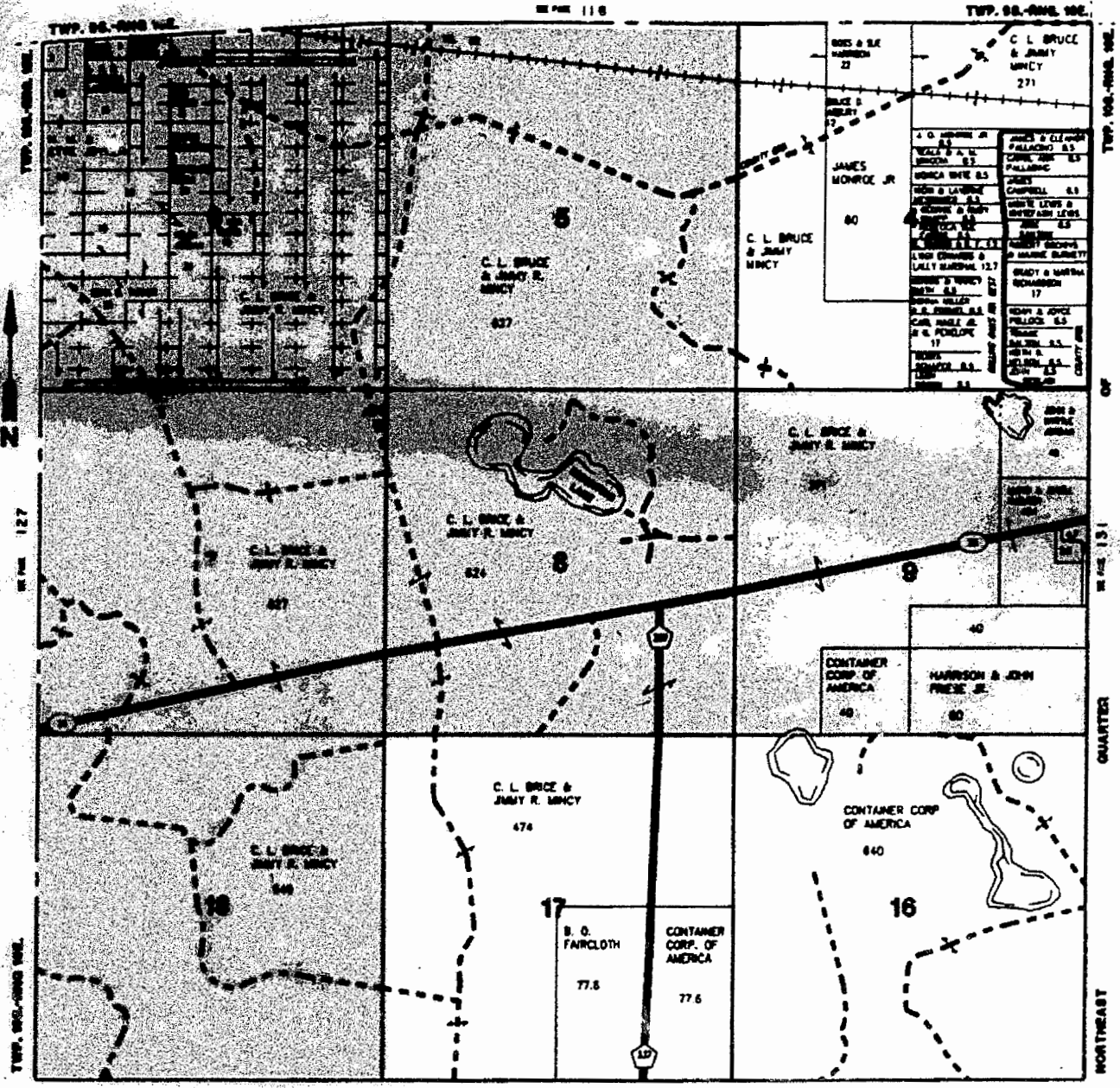
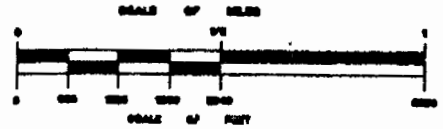
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 FLORIDA POWER CORPORATION

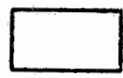
TERRITORIAL AGREEMENT
BETWEEN
CENTRAL FLORIDA ELECTRIC COOP. INC. and FLORIDA POWER CORP. INC.

TWP. 10S.-RNG. 10E.

**NORTHWEST QUARTER
GILCHRIST CO, FLORIDA**



CODE



CENTRAL FLA. ELECTRIC COOPERATIVE

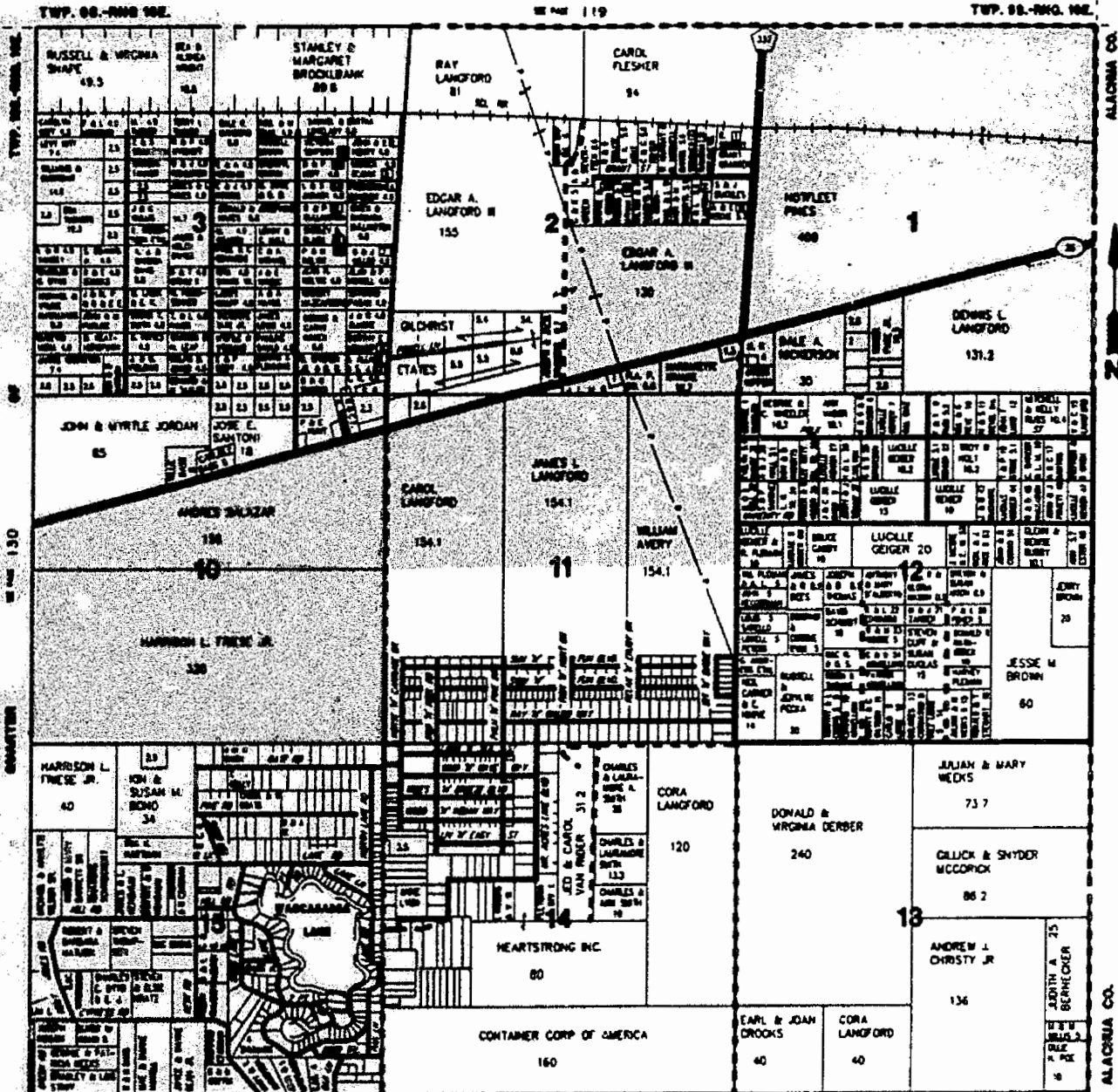
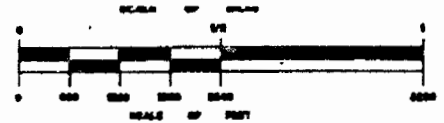


FLORIDA POWER CORPORATION

**TERRITORIAL AGREEMENT
BETWEEN**

CENTRAL FLORIDA ELECTRIC COOP. INC. and FLORIDA POWER CORP. INC.

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BETWEEN

CENTRAL FLORIDA ELECTRIC COOP. INC. and FLORIDA POWER CORP. INC.

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R.9E

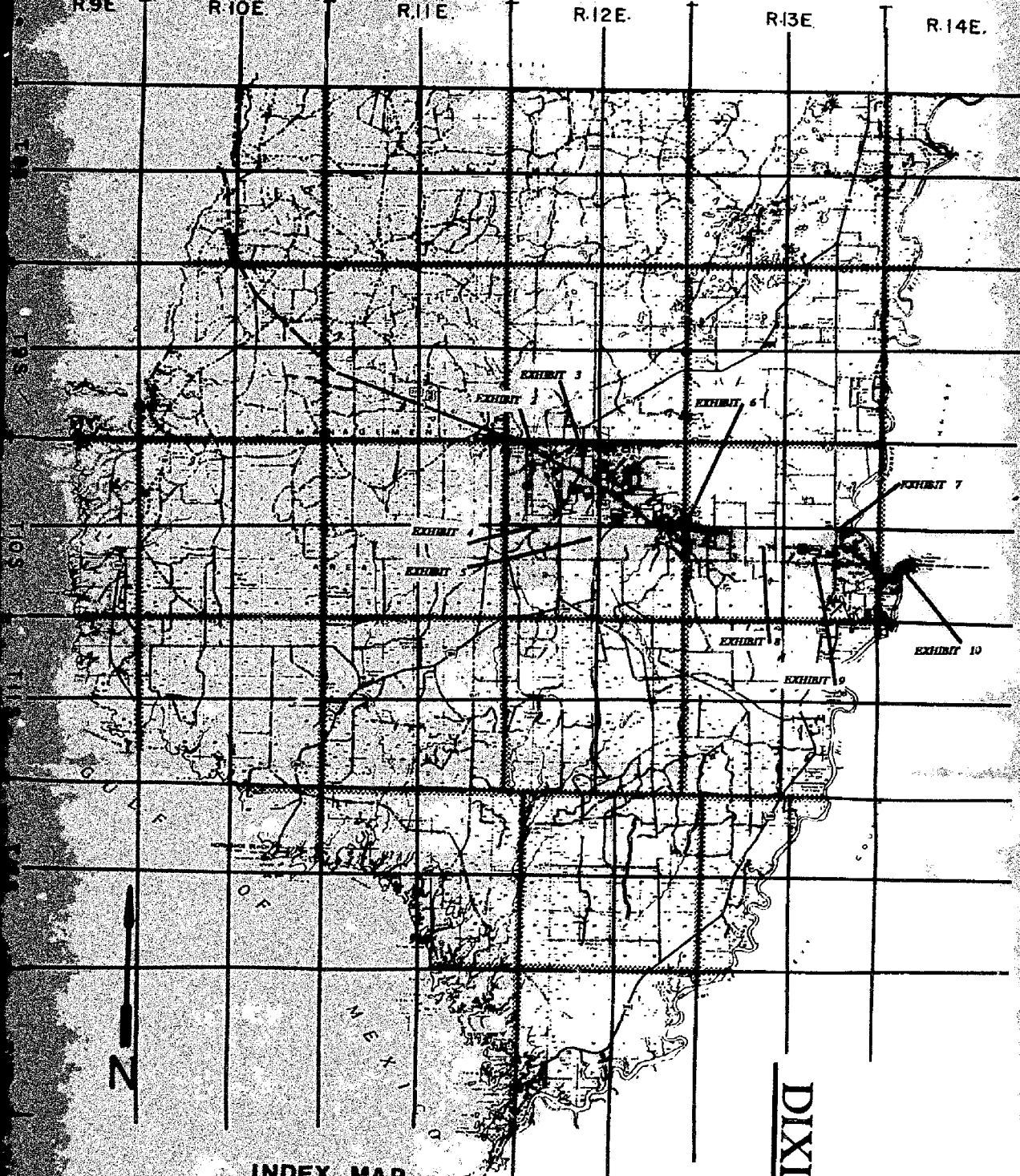
R.10E

R.11E

R.12E

R.13E

R.14E



INDEX MAP

EXHIBIT 'A'

DIXIE COUNTY

CODE



CENTRAL FLA. ELECTRIC COOPERATIVE



FLORIDA POWER CORPORATION

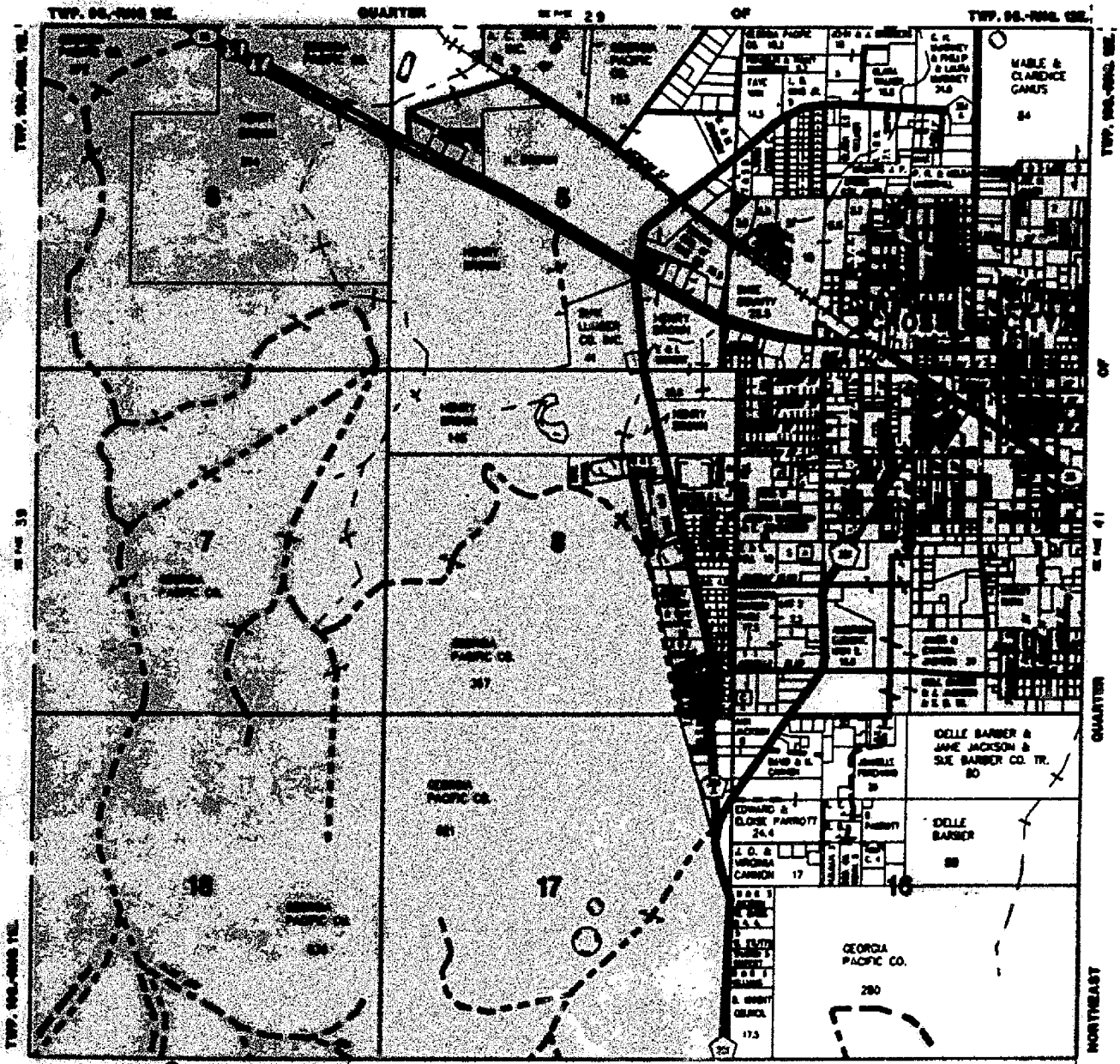
TERRITORIAL AGREEMENT BETWEEN

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NORTHWEST QUARTER
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CODE



CENTRAL FLA. ELECTRIC COOPERATIVE



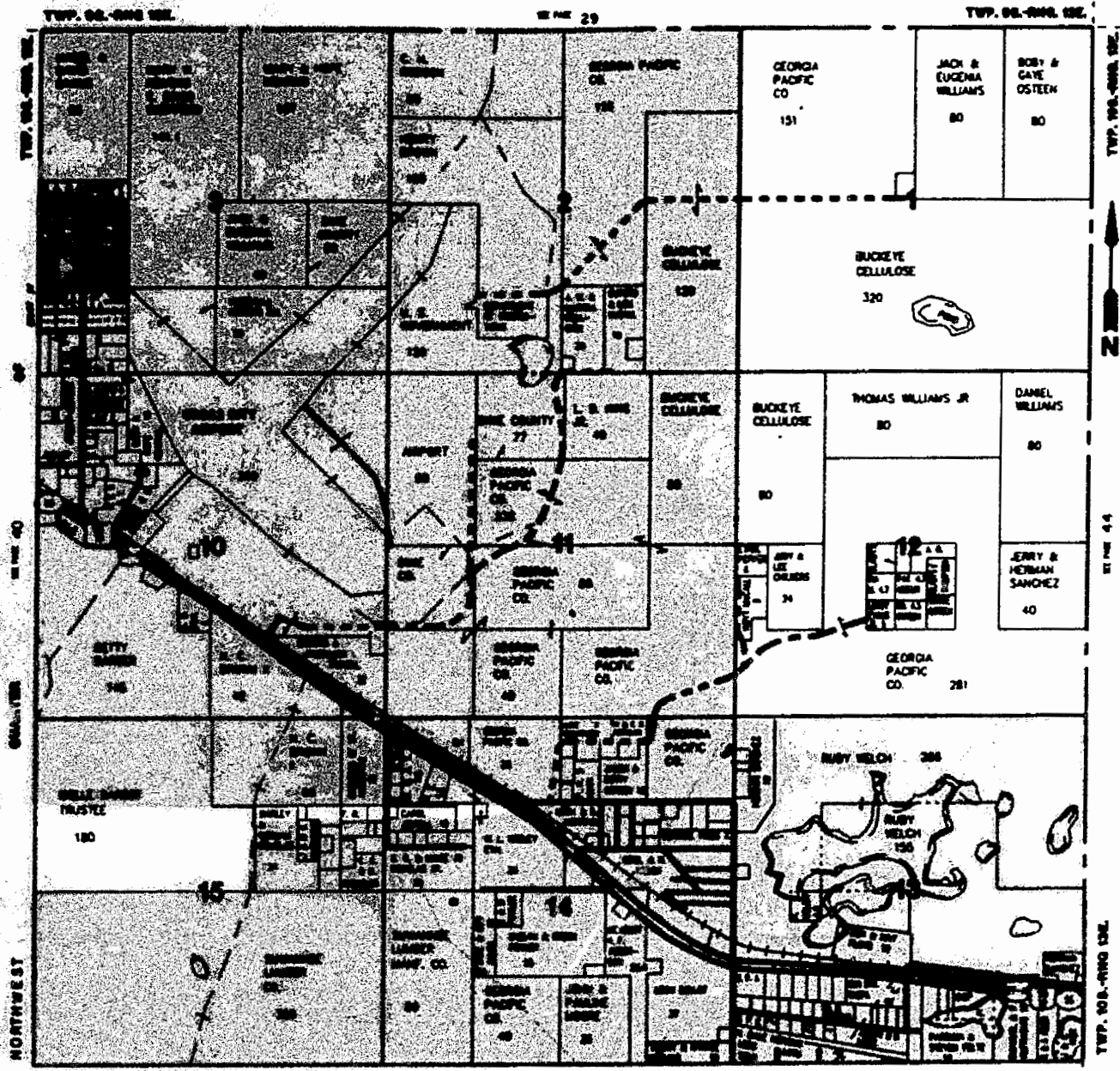
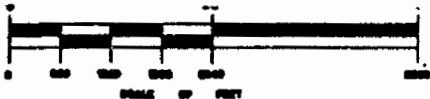
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TERRITORIAL AGREEMENT
BETWEEN

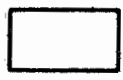
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Date 3-91 Exhibit 2 of 10 Total Exhibit

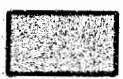
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NORTHEAST QUARTER
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CODE



CENTRAL FLA. ELECTRIC COOPERATIVE



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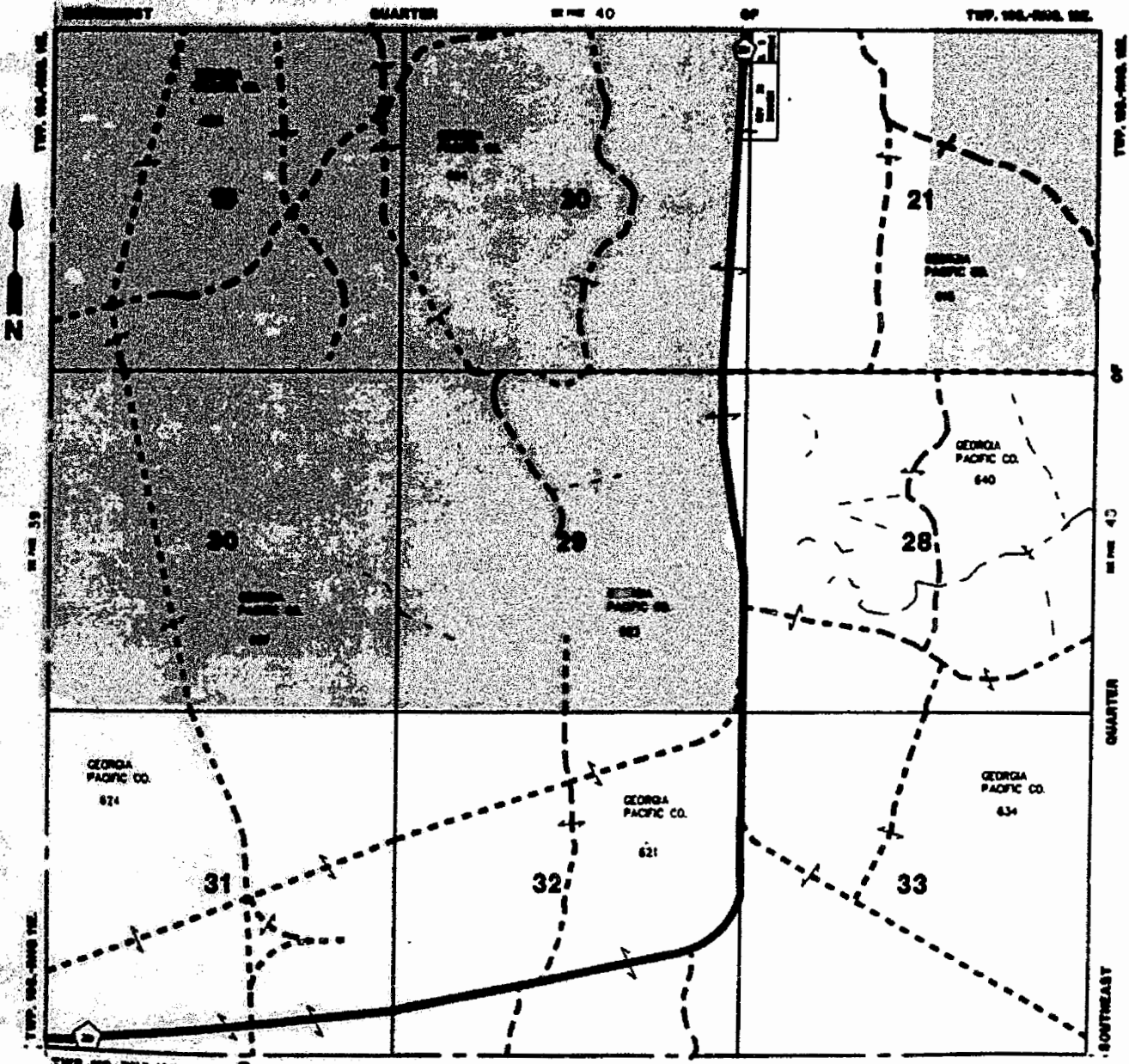
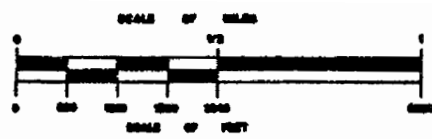
BETWEEN

CENTRAL FLORIDA ELECTRIC COOP. INC. and FLORIDA POWER CORP. INC.

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SOUTHWEST QUARTER
DIXIE CO., FLORIDA



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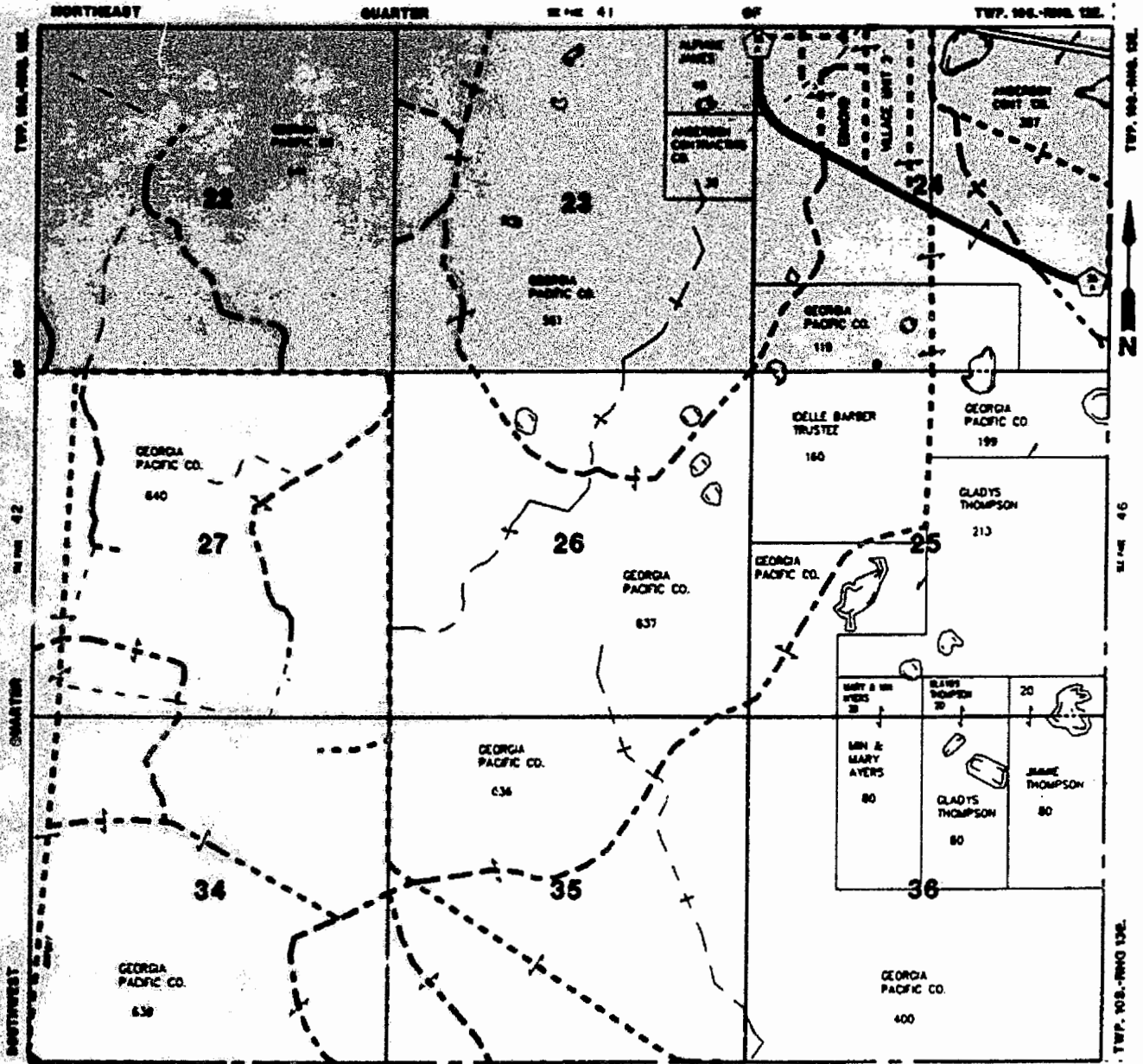
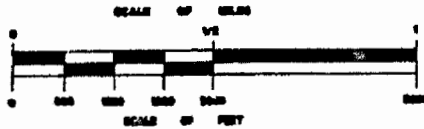
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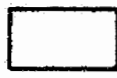
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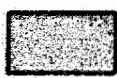
SOUTHEAST QUARTER
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CODE



CENTRAL FLA. ELECTRIC COOPERATIVE



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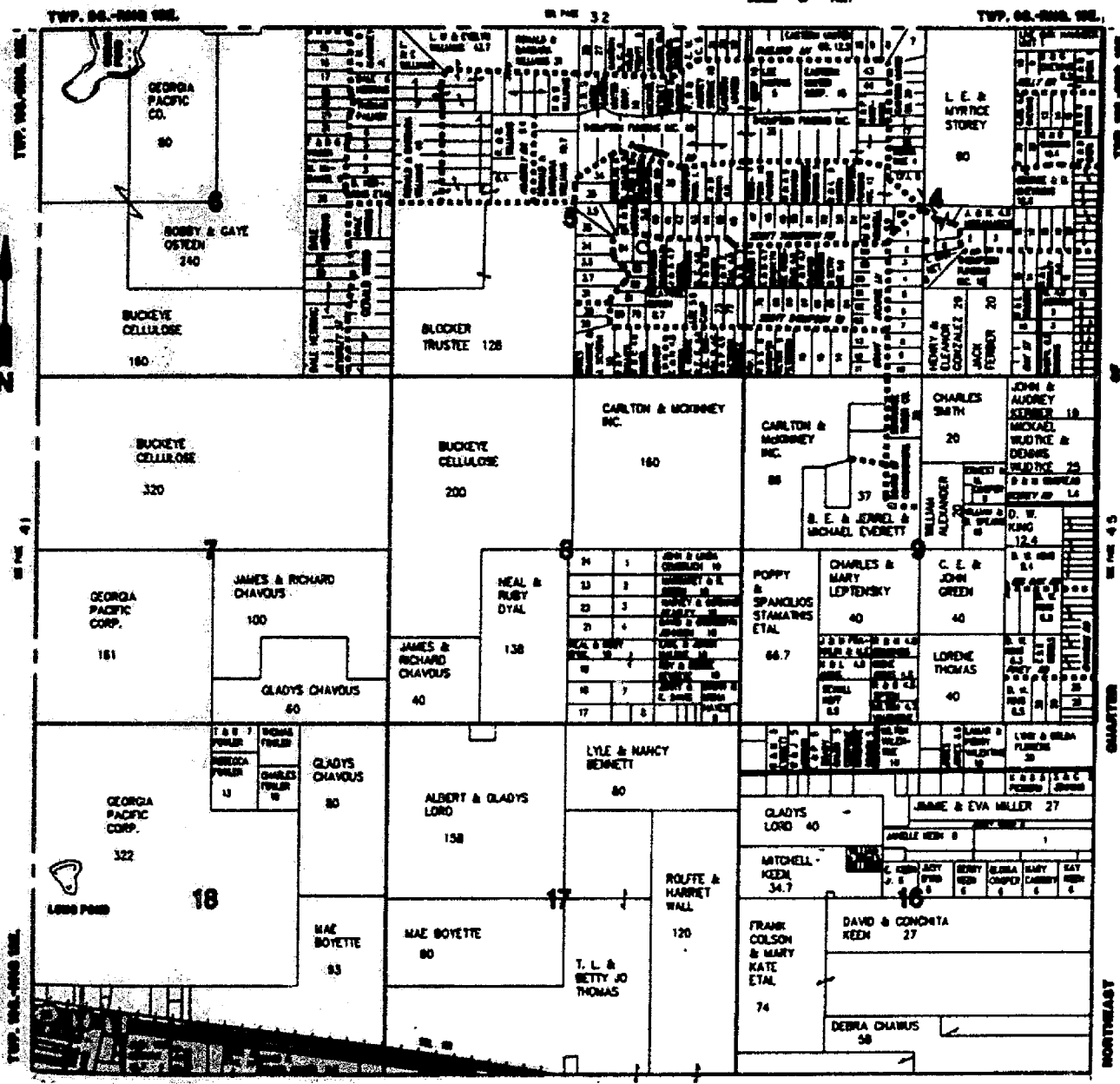
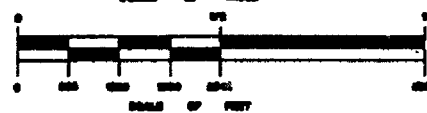
BETWEEN

CENTRAL FLORIDA ELECTRIC COOP. INC. and FLORIDA POWER CORP. INC.

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**NORTHWEST QUARTER
DIXIE CO., FLORIDA**



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CENTRAL FLA. ELECTRIC COOPERATIVE



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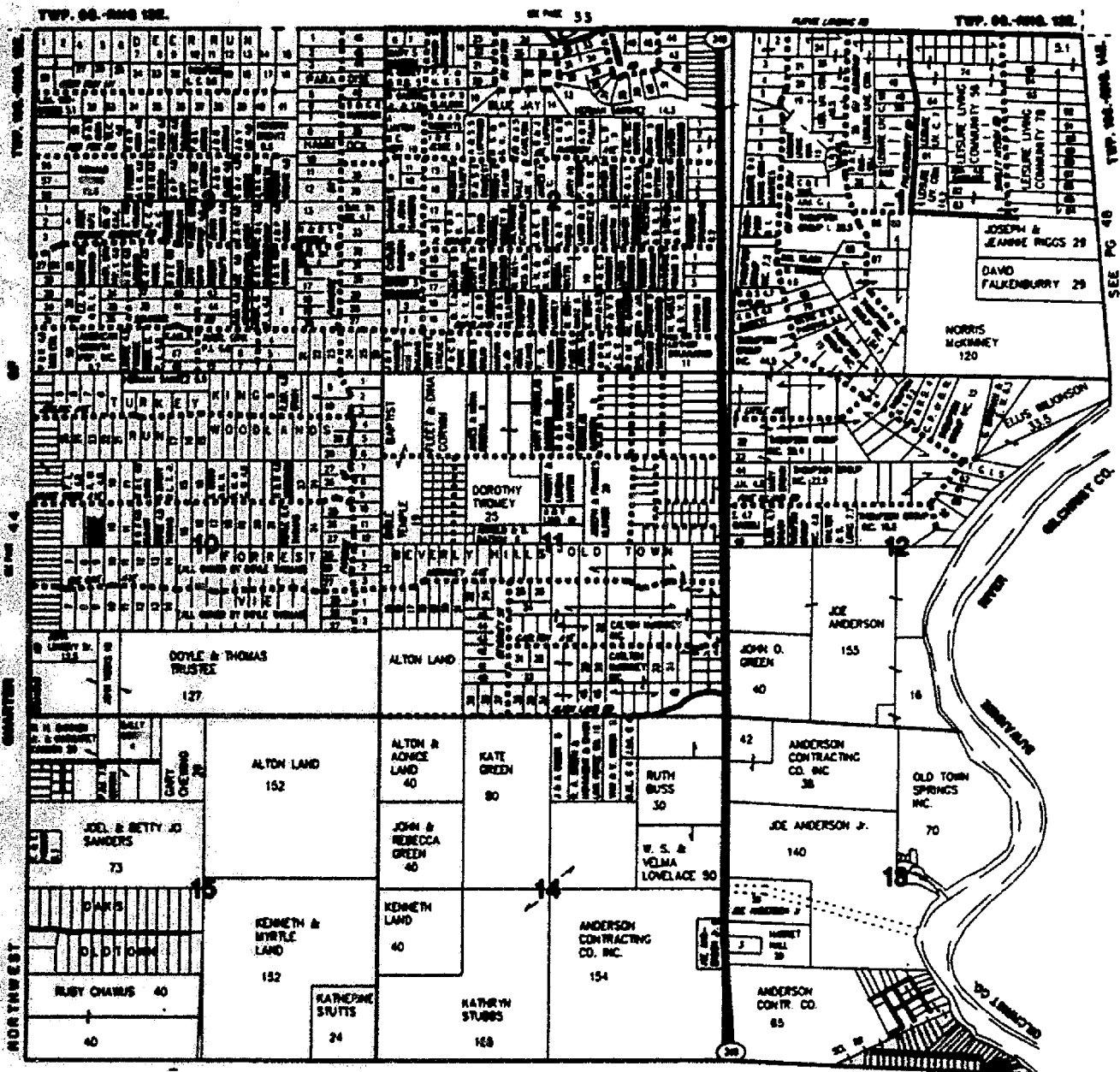
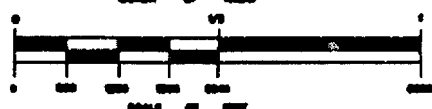
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**NORTHEAST QUARTER
DIXIE CO., FLORIDA**



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CENTRAL FLA. ELECTRIC COOPERATIVE



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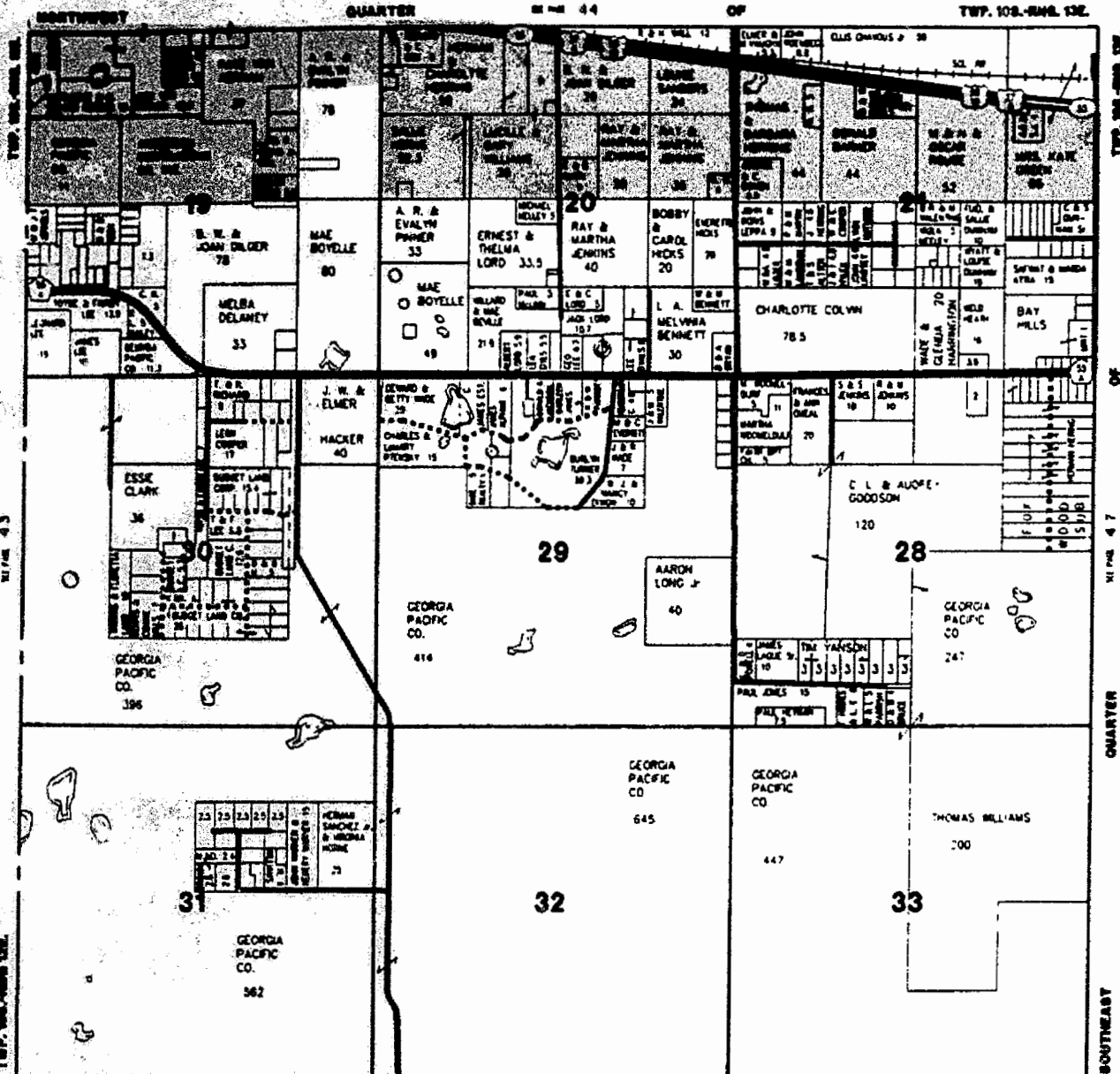
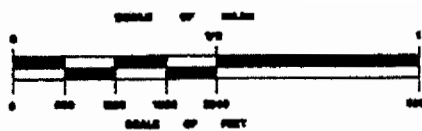
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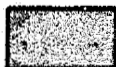
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CENTRAL FLA. ELECTRIC COOPERATIVE



FLORIDA POWER CORPORATION

TERRITORIAL AGREEMENT

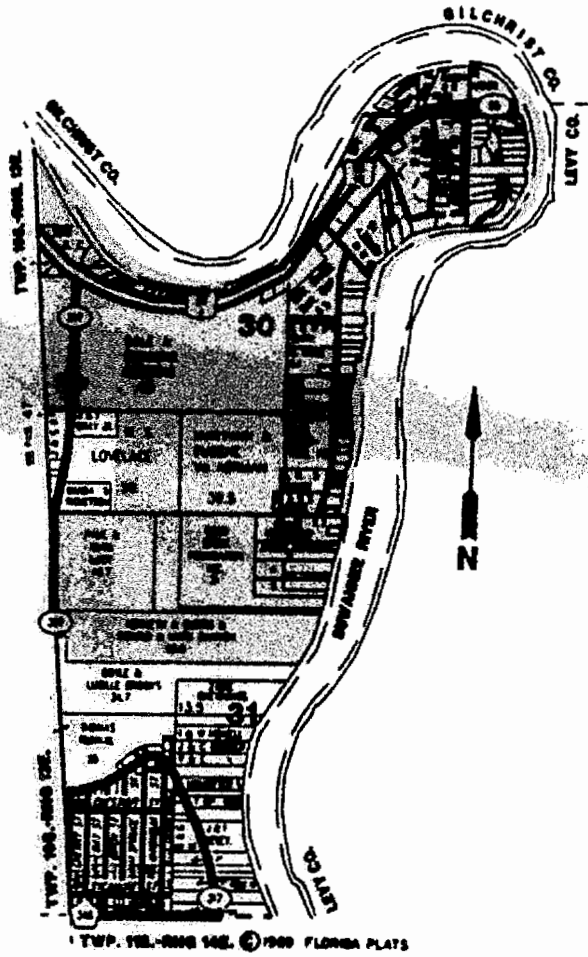
BETWEEN

CENTRAL FLORIDA ELECTRIC COOP. INC. and FLORIDA POWER CORP. INC.

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CENTRAL FLA. ELECTRIC COOPERATIVE



FLORIDA POWER CORPORATION

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BETWEEN

CENTRAL FLORIDA ELECTRIC COOP. INC. and FLORIDA POWER CORP. INC.

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EXHIBIT B

CUSTOMER LISTS

EXHIBIT B

**I. Florida Power Corporation Existing Customers in Territorial
Area of Central Florida Electrical Cooperative**

<u>Account Number</u>	<u>Customer Name</u>
25-0411-41501	Anderson, J.H.
25-0411-71501	Chaires, Hal Mrs.
25-0411-72001	Chaires, Hal Mrs.
25-1322-11064	Inactive
25-1322-11086	Smith, Robert N.
25-1322-11096	Inactive
25-1322-11201	Fla. Forest Service
25-0511-44251	Dixie Co. Bd. of Comms.
25-1322-12802	King, L.B., Jr.
25-0114-46002	Southern Truss Inc.
25-0114-48004	Southern Truss Inc.

EXHIBIT B (CTD.)**II. Central Florida Electric Cooperative, Inc. Existing Customers
in Territorial Area of Florida Power Corporation**

ACCOUNT	CONSUMER NAME	LOCATION
6-1-881	Carlton Landford	E800-0011-0118
6-0-327	Peadv Tomlinson	E800-0006-0003
6-2-411	George Gibson	E800-0009-0004
6-2-533	Patricia A. Brown	E800-0009-0005
6-1-285	Edward D. Frier	E800-0001-0019
6-1-874	Fla. West Coast RR	E800-0001-0021
6-2-403	Southern Bell Tel&Tel	E800-0001-0023
6-2-502	David H. Mitchell	E800-0001-0025
6-2-634	J. C. Culpepper	E800-0001-0025
6-1-050	Margarette Krause	E800-0002-0012
6-1-731	Rosetta Witham	E800-0002-0022
6-1-839	M. Lou Adams	E800-0002-0026
6-1-897	Franklin D. Knight	E800-0002-0027
6-2-084	Alvin K Keene	E800-0002-0032
6-2-551	Michael P. Swayze	E800-0002-0040
6-2-659	Walter C. Roberts	E800-002-0045
6-0-419	George V. Farrow	E800-0006-0002
6-2-106	E. G. Willaims	E700-0022-0032
6-2-225	Ruble S. Fletcher	E700-0022-0034
6-2-265	Murray Wilson	E700-0022-0035
6-0-647	Dennis L. Landford	E800-0001-0001
6-0-921	Raymond Frier	E800-0001-0003
6-0-705	Robert E. Lee	E800-0001-0007
6-0-798	Dennis L. Landford	E800-0001-0009
6-0-241	James C. Nipper	E800-0001-0010
6-0-858	Robert E. Lee	E800-0001-0013
6-0-922	Fatty S. Ludwick	E800-0001-0016
6-1-319	Robert E. Lee	E800-0001-0018
7-0-269	Lorraine B. Branning	E700-0009-0015
7-0-574	Kenneth Turner	E700-0010-0001
6-0-575	Harnell Reynolds	E700-0010-0002
6-0-516	William A. Rogers	E700-0010-0004
7-0-378	Gold Kist Inc.	E700-0010-0006
6-1-176	William A. Rogers	E700-0010-0008
7-0-856	Gold Kist Inc.	E700-0010-0009
6-1-655	Marc D. Austin	E700-0010-0010
7-1-053	Gold Kist Inc.	E700-0010-0011
6-2-089	Mittie B. Rogers	E700-0010-0012
6-2-262	Lowell W. Lewis	E700-0010-0014
6-2-385	William A. Rogers	E700-0010-0015
6-0-043	Joyln Corbin	E700-0013-0001
6-0-044	Lomer Rogers	E700-0013-0002
6-2-471	Vernie L. Dees	E700-0013-0003
6-2-482	Janice Dees	E700-0013-0004
6-2-545	Jessie H. Lee	E700-0013-0005
6-2-546	Timothy R. Akin	E700-0013-0006
6-1-181	Milam Wilson	E700-0015-0001
6-0-062	Frank Colson	E700-0015-0004
6-1-658	Marc Wilson	E700-0015-0005
6-2-344	Milam Wilson	E700-0015-0006

4-2-047	Francis Walker	E700-0017-0001
4-0-696	Doris D. High	E700-0018-0002
7-1-366	Southern Bell Tel&Tel	E700-0018-0004
4-0-712	Austin Rogers	E700-0021-0003
4-0-711	Austin Rogers	E700-0021-0004
6-1-128	Div Of Drivers Lic.	E700-0021-0011
4-1-926	John K. Overstreet	E700-0021-0012
6-0-050	Roy Wilson	E700-0022-0001
6-0-056	Ruble S. Fletcher	E700-0022-0003
6-0-054	Richard L. Harrison	E700-0022-0004
6-0-948	Gary Anderson	E700-0022-0014
4-3-531	Richard Eastman	E600-0021-0049
4-3-334	Joseph Alkire	E600-0021-0257
4-1-687	White Farms	E600-0023-0028
4-1-710	White Farms	E600-0023-0029
8-5-337	W. D. Baldree	E600-0030-0025
8-5-816	Sandra K. O Steen	E600-0030-0027
8-6-024	H. Dale Herrino	E600-0030-0028
7-0-578	Ralph Martin	E700-0009-0009
7-0-589	C. W. Colson	E700-0009-0010
7-0-005	Murna L. Dishman	E700-0009-0013
8-3-411	John Moizer	E500-0025-0066
8-4-725	Lois K. Cook	E500-0025-0075
8-4-919	Thomas M. Willis	E500-0025-0077
8-5-086	Meyer Harari	E500-0025-0078
8-6-111	Charles Moore	E500-0025-0082
8-1-880	Frank Pridgeon Jr.	E500-0026-0001
8-6-097	J. W. Asbelll	E500-0026-0035
7-0-001	Joseph M. Cocca	E600-0014-0001
7-0-911	Stephans T. Trinity	E600-0014-0008
7-0-943	Stephans T. Trinity	E600-0014-0010
7-0-299	Hilbert Lord	E600-0015-0002
4-1-715	White Farms	E600-0015-0004
7-0-012	F. D. Douglas	E600-0016-0001
7-0-071	David Padot	E600-0016-0002
7-0-418	Virginia L. Weeks	E600-0016-0003
7-0-420	Richard Hurlston	E600-0016-0004
7-0-781	R. E. Flocker	E600-0016-0005
7-0-619	J. M. Everett	E600-0016-0007
7-0-655	Brandon J. Pridgeon	E600-0016-0010
7-0-136	Huah L. Poole	E600-0016-0011
7-0-763	Branden J. Pridgeon	E600-0016-0013
7-0-784	James Richardson	E600-0016-0014
7-0-807	Frederick D. Andrews Sr	E600-0016-0015
7-0-497	Huah L. Poole	E600-0016-0016
7-0-812	Dennis T. O'Neil	E600-0016-0018
7-0-799	Huah L. Poole	E600-0016-0019
7-0-841	Frederick Andrews Sr	E600-0016-0020
7-0-851	William W. Reeves	E600-0016-0021
7-0-854	Uvisses Corbin	E600-0016-0022
7-1-069	Richard R. Biss	E600-0016-0024
7-1-108	Huah L. Poole	E600-0016-0025
7-1-117	Frederick Andrews Sr.	E600-0016-0026

7-1-129	Paul Pedelton	E600-0016-0028
7-1-203	James Richardson	E600-0016-0029
7-1-211	Hugh L. Poole	E600-0016-0030
7-1-290	SRV Christian ACDM	E600-0016-0032
7-0-422	Cecil Corbin	E600-0017-0001
7-0-119	W. D. Mooney	E600-0017-0004
7-0-417	Hugh L. Poole	E600-0017-0005
7-0-415	D. Margarette Davis	E600-0017-0006
7-0-419	Diane Mock	E600-0017-0007
7-0-293	Jimme R. Downing	E600-0017-0012
7-0-370	Joan M. Kelly	E600-0017-0013
7-0-385	W. D. Mooney	E600-0017-0014
7-0-779	Omera M. Brooks	E600-0017-0018
7-1-019	Leon Wilkerson	E600-0017-0021
7-1-184	William H. Swanson Jr	E600-0017-0023
7-1-301	Darlene Norman	E600-0017-0024
8-5-313	Elmer E. Vaughn	E500-0021-0070
8-6-231	John Leppa	E500-0021-0078
8-0-041	Leslie G. Bechtel	E500-0022-0023
8-3-666	Joe H. Anderson Jr.	E500-0023-0017
8-2-281	Ralph C. Tyre	E500-0024-0010
8-3-033	John H. Williams	E500-0024-0015
8-3-066	Ralph C. Tyre	E500-0024-0016
8-3-886	Joe H. Anderson Jr.	E500-0024-0019
8-0-219	Dixie Co Ed Co Comm	E500-0025-0002
8-0-204	Madelina G. Cook	E500-0025-0003
8-2-297	W. S. Lovelace	E500-0025-35
8-2-361	Stephen Beauchamp	E500-0025-0038
8-6-374	Thelma Dees	E500-00190011
8-0-292	John S. Cox	E500-0020-0001
8-2-122	James E. Anderson	E500-0020-0039
8-3-673	Bernice Beavers	E500-0020-0059
8-3-919	Artice Miller	E500-0020-0063
8-4-665	Charles L. Brooks	E500-0020-0068
8-4-699	Wyteria B. Palmer	E500-0020-0069
8-1-333	Ruby L. Chavous	E500-0021-0001
8-1-418	Oscar Odlund	E500-0021-0003
8-0-339	Faymond Valentine	E500-0021-0004
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8-2-583	Charles Dunnam	E500-0021-0028
8-3-714	John Leppa	E500-0021-0048
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8-3-731	J. W. Rollison	E500-0017-0008
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8-5-046	Troy E. Rollison	E500-0017-0014
8-1-308	William Malone	E500-05E8-0003
8-2-274	Hugh W. Bonds	E500-05E8-0014
8-0-578	Ronald Childers	E500-05E8-0015
8-5-505	Jonny E. Lambert	E500-05E8-0016
8-6-366	Kenneth W. O Steen	E400-05E8-0018
8-2-243	Mary Cannon	E400-05E8-0019

8-2-353	Howell Hodoe	E400-05E8-0023
8-6-002	Ronald Childers	E400-05E8-0024
8-0-239	Marilyn J. Bedford	E400-05E8-0025
8-0-461	Gary M. King	E400-05E8-0026
8-1-913	Freddie Henlev	E400-05E8-0030
8-1-968	William Malone	E400-05E8-0032
8-0-304	Cecile Howell	E400-05E8-0033
8-4-748	Mitchel L. Keen	E400-05E8-0037
8-4-215	Gary D. Pinner	E500-0019-0003
8-4-047	Raymond Smith	E400-000014-0102
8-4-133	Great Bear Ind. Inc.	E400-0014-0104
8-4-220	Viola M. Neelev	E400-0014-0106
8-4-264	Ted Teal	E400-0014-0108
8-4-441	Dawn S. Fallender	E400-0014-0110
8-4-541	Kathleen Fletcher	E400-0014-0112
8-4-549	C. C. Douglas Jr.	E400-0014-0113
8-4-626	Lendell H. Riels	E400-0014-0114
8-4-689	P. K. Hunt	E400-0014-0116
8-4-712	Carl E. Jerrell	E400-0014-0117
8-4-769	P. K. Hunt	E400-0014-0118
8-5-237	Robert D. Carter	E400-0014-0119
8-5-522	Martha E. Sears	E400-0014-0120
8-5-599	Brenda D. Conner	E400-0014-0121
8-5-660	Davy Chatman Jr	E400-0014-0122
8-5-822	C. C. Douglas Jr	E400-0014-0123
8-5-862	P. K. Hunt	E400-0014-0124
8-0-311	Johnnie Mitchell	E400-0015-0006
8-3-370	C. C. Douglas Jr	E400-0015-0022
8-4-599	Wilford L. Ward	E400-0013-0031
8-5-509	Samuel Romans	E400-0013-0032
8-0-214	Inez Swafford	E400-0014-0002
8-0-223	Marvin Hunt	E400-0014-0003
8-1-327	Ethel M. Lvles	E400-0014-0004
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8-1-326	P. K. Hunt	E400-0014-0007
8-1-325	Diane J. Herrino	E400-0014-0008
8-0-493	Marie Fendarvis	E400-0014-0009
8-1-254	John L. Keen	E400-0014-0010
8-0-421	Lloyd Dav	E400-0014-0012
8-0-255	Lendell H. Riels	E400-0014-0016
8-0-418	C. C. Douglas Jr	E400-0014-0017
8-0-217	Helen L. Kane	E400-0014-0019
8-0-207	Harry Newman	E400-0014-0021
8-1-738	Tommy Varnes	E400-0014-0022
8-0-484	Deanna Land	E400-0014-0026
8-1-330	James O Steen	E400-0014-0027
8-1-274	Howard Rhodes	E400-0014-0033
8-2-220	Ruby Lee	E400-0014-0034
8-0-528	G. C. Fowler	E400-0014-0046
8-1-681	Frank J. O Steen	E400-0014-0049
8-1-443	Dave Chatman	E400-0014-0050
8-2-111	James M. Briaman	E400-0014-0052
8-1-164	Jesse O Steen	E400-0014-0053

8-2-224	B. H. Grizzard	E400-0014-0057
8-2-542	T. M. Cline	E400-0014-0066
8-3-602	Sue J. Allen	E400-0014-0076
8-2-893	Earley C. Webb	E400-0014-0081
8-2-899	Marvin Hunt	E400-0014-0082
8-3-093	Edward Stemple	E400-0014-0084
8-3-172	G. C. Fowler	E400-0014-0085
8-3-240	G. C. Fowler	E400-0014-0087
8-3-272	F1 W Coast RR	E400-0014-0089
8-3-324	Mallory M. Jones	E400-0014-0090
8-3-499	Gary Fowler	E400-0014-0092
8-3-521	Betty A. Beckham	E400-0014-0094
8-3-676	Teresa A Godwin	E400-0014-0097
8-3-697	Green C. Fowler Jr	E400-0014-0098
8-4-034	Julie I. Cook	E400-0014-0101
8-5-499	Bessie Jones	E400-0009-0182
8-6-073	Susan S. Norris	E400-0009-0183
8-6-108	Bessie L. Jones	E400-0009-0184
8-6-309	Micanopy Cable TV, Inc.	E400-0009-0185
8-6-310	Micanopy Cable TV, Inc.	E400-0009-0186
8-0-393	Jerry Prater	E400-0010-0001
8-1-331	Amv L. Lamb	E400-0010-0005
8-1-253	Ada M. Ives	E400-0010-0008
8-0-299	Leon H. O Steen	E400-0010-0009
8-0-712	David Riels	E400-0010-0011
8-0-396	Clarice Long	E400-0010-0012
8-1-324	Maxine Curry	E400-0010-0021
8-1-442	Herman Sanchez	E400-0010-0028
8-1-498	Mary N. Green	E400-0010-0034
8-1-499	George Caraway	E400-0010-0035
8-2-200	Alberta Davis	E400-0010-0036
8-2-202	Milton Teague	E400-0010-0038
8-1-116	Robert Rollison	E400-0010-0043
8-1-086	Lamar Brown	E400-0010-0058
8-3-270	Maxine Curry	E400-0010-0034
8-4-289	Arthur Pipes	E400-0010-0067
8-4-337	Elaine Hines	E400-0010-0068
8-5-283	Dixie Co Ed Co Comm	E400-0010-0069
8-2-430	L. E. King	E400-0011-0001
8-5-579	Mary A. McCall	E400-0011-0002
8-0-253	Gillie J. Sauls	E400-0013-0001
8-1-241	Dorothy Y. Goodholm	E400-0013-0002
8-1-220	Herman Sanchez	E400-0013-0003
8-0-360	Herman Sanchez	E400-0013-0004
8-0-498	Samuel Romans Sr	E400-0013-0005
8-0-491	Robert H. Hatch	E400-0013-0006
8-1-682	Mario F. Leon	E400-0013-0015
8-1-772	David Keen	E400-0013-0016
8-1-773	Samuel Romans Sr	E400-0013-0018
8-1-802	James L. Smith	E400-0013-0020
8-1-801	Samuel B. Romans Sr	E400-0013-0021
8-1-831	Nita C. Tomey	E400-0013-0022

8-1-240	J. W. Rollison	E400-0002-0002
8-2-291	Euford McCall	E400-0002-0003
8-2-595	Euford McCall	E400-0002-0005

8-2-224	B. H. Grizzard	E400-0014-0057
8-2-542	T. M. Cline	E400-0014-0066
8-3-602	Sue J. Allen	E400-0014-0076
8-2-893	Earley C. Webb	E400-0014-0081
8-2-899	Marvin Hunt	E400-0014-0082
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8-1-499	George Caraway	E400-0010-0035
8-2-200	Alberta Davis	E400-0010-0036
8-2-202	Milton Teague	E400-0010-0038
8-1-116	Robert Rollison	E400-0010-0043
8-1-086	Lamar Brown	E400-0010-0058
8-3-270	Maxine Curry	E400-0010-0034
8-4-289	Arthur Pipes	E400-0010-0067
8-4-337	Elaine Hines	E400-0010-0068
8-5-283	Dixie Co Ed Co Comm	E400-0010-0069
8-2-430	L. E. King	E400-0011-0001
8-5-579	Mary A. McCall	E400-0011-0002
8-0-253	Gillie J. Sauls	E400-0013-0001
8-1-241	Dorothy Y. Goodholm	E400-0013-0002
8-1-220	Herman Sanchez	E400-0013-0003
8-0-360	Herman Sanchez	E400-0013-0004
8-0-498	Samuel Romans Sr	E400-0013-0005
8-0-491	Robert H. Hatch	E400-0013-0006
8-1-682	Mario F. Leon	E400-0013-0015
8-1-772	David Keen	E400-0013-0016
8-1-773	Samuel Romans Sr	E400-0013-0018
8-1-802	James L. Smith	E400-0013-0020
8-1-801	Samuel B. Romans Sr	E400-0013-0021
8-1-831	Nita C. Tomev	E400-0013-0022

8-2-263
8-1-240
8-2-291
8-2-595

Gillie J. Rollison
J. W. Rollison
Buford McCall
Buford McCall

E400-0002-0001
E400-0002-0002
E400-0002-0003
E400-0002-0005

8-2-224	B. H. Grizzard	E400-0014-0057
8-2-542	T. M. Cline	E400-0014-0066
8-3-602	Sue J. Allen	E400-0014-0076
8-2-893	Earley C. Webb	E400-0014-0081
8-2-899	Marvin Hunt.	E400-0014-0082
8-3-093	Edward Stemple	E400-0014-0084
8-3-172	G. C. Fowler	E400-0014-0085
8-3-240	G. C. Fowler	E400-0014-0087
8-3-272	Fl W Coast RR	E400-0014-0089
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8-3-676	Teresa A Godwin	E400-0014-0097
8-3-697	Green C. Fowler Jr	E400-0014-0098
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8-6-108	Bessie L. Jones	E400-0009-0184
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8-1-116	Robert Rollison	E400-0010-0043
8-1-086	Lamar Brown	E400-0010-0058
8-3-270	Maxine Curry	E400-0010-0034
8-4-289	Arthur Pipes	E400-0010-0067
8-4-337	Elaine Hines	E400-0010-0068
8-5-283	Dixie Co Bd Co Comm	E400-0010-0069
8-2-430	L. E. King	E400-0011-0001
8-5-579	Mary A. McCall	E400-0011-0002
8-0-253	Gillie J. Sauls	E400-0013-0001
8-1-241	Dorothy Y. Goodholm	E400-0013-0002
8-1-220	Herman Sanchez	E400-0013-0003
8-0-360	Herman Sanchez	E400-0013-0004
8-0-498	Samuel Romans Sr	E400-0013-0005
8-0-481	Robert H. Hatch	E400-0013-0006
8-1-682	Mario F. Leon	E400-0013-0015
8-1-772	David Keen	E400-0013-0016
8-1-773	Samuel Romans Sr	E400-0013-0018
8-1-802	James L. Smith	E400-0013-0020
8-1-801	Samuel B. Romans Sr	E400-0013-0021
8-1-831	Nita C. Tomev	E400-0013-0022

8-1-832	Bradley J. Burkhart	E400-0013-0023
8-1-881	Samuel Romans	E400-0013-0024
8-1-899	Earl F. Wheeler	E400-0013-0025
8-1-902	Joan W. Taylor	E400-0013-0026
8-1-987	Samuel B. Romans	E400-0013-0027
8-1-988	Earl M. Alexander	E400-0013-0028
8-0-365	Bert Beque	E400-0009-0038
8-2-625	Clyde Dev	E400-0009-0040
8-0-419	Willie M. Bolton	E400-0009-0041
8-0-244	Joanette B. Hall	E400-0009-0042
8-0-243	Robert O Steen	E400-0009-0043
8-0-364	Hilda M. Kicht	E400-0009-0044
8-0-226	Dixie Parker	E400-0009-0048
8-0-473	Anna May S. Johnson	E400-0009-0050
8-1-585	R. C. Gooding Dist.	E400-0009-0052
8-0-385	Dorothy Carter	E400-0009-0053
8-0-429	Robert F. Locke	E400-0009-0054
8-1-341	houston D. Markham Jr	E400-0009-0056
8-1-361	Arnold Hays	E400-0009-0057
8-0-263	J. P. Valentine	E400-0009-0058
8-0-454	Johnnie Parrott	E400-0009-0059
8-0-258	J. P. McEwien Jr	E400-0009-0061
8-0-259	Sidney Mills	E400-0009-0062
8-0-434	J. P. McEwien Jr	E400-0009-0063
8-0-432	Carl Michael	E400-0009-0064
8-0-043	Clarence Whitaker Jr	E400-0009-0070
8-1-301	Eddie Marsn	E400-0009-0072
8-1-822	Ruby King	E400-0009-0073
8-1-423	Leon Free	E400-0009-0077
8-1-434	Sammy Carr	E400-0009-0080
8-1-840	Terry D. Dees	E400-0009-0082
8-1-459	Kenneth Lee	E400-0009-0083
8-2-214	Arnold Hays	E400-0009-0085
8-0-447	Claudia McLarney	E400-0009-0086
8-2-100	Randy Corbin	E400-0009-0090
8-0-241	Mallory M. Jones	E400-0009-0091
8-1-910	W. A. Sauls	E400-0009-0092
8-2-254	D. W. Liles	E400-0009-0093
8-2-391	Melissa S. Howell	E400-0009-0100
8-2-233	Romia Faye Burnett	E400-0009-0103
8-2-272	Robert J. Lytle	E400-0009-0107
8-1-234	Dixie Co Bd Co Comm	E400-0009-0110
8-2-201	Arnold Hays	E400-0009-0112
8-0-039	Dixie Co Bd of	E400-0009-0118
8-2-524	Larry Free	E400-0009-0124
8-0-460	Susan L. Fuquay	E400-0009-0131
8-0-614	Elmer Yates	E400-0009-0132
8-2-550	Bessie L. Jones	E400-0009-0135
8-2-841	Clyde Dev	E400-0009-0142
8-3-052	Ruby King	E400-0009-0146
8-3-288	Marvin H. Dvals	E400-0009-0150
8-3-587	Howard Stutts	E400-0009-0155
8-3-741	Mary E. Russ	E400-0009-0156

8-4-061	Willie G. Sheets	E400-0009-0161
8-4-080	Sidney J. Hines	E400-0009-0163
8-4-258	Bessie L. Jones	E400-0009-0164
8-4-280	Judy A. Baird	E400-0009-0166
8-4-281	Fat A. Cannon	E400-0009-0167
8-4-292	George A. Wood	E400-0009-0169
8-4-320	Carol L. Knight	E400-0009-0170
8-4-588	W. R. Fruitt	E400-0009-0172
8-4-595	William Andrews	E400-0009-0173
8-4-610	Timothy E. Powell	E400-0009-0174
8-4-679	Georgia A. Jones	E400-0009-0176
8-5-013	Arnold J. Hays	E400-0009-0178
8-5-124	Dixie Parker	E400-0009-0179
8-5-297	Bert Beque	E400-0009-0180
8-5-306	Stan McClain	E400-0009-0181
8-3-921	Lori H. Land	E400-0004-0161
8-4-008	Hayward Anderson	E400-0004-0163
8-1-202	Dwayne D. Riels	E400-0005-0005
8-0-402	Micanopy Cable Inc.	E400-0005-0011
8-1-376	Georgia Pacific Corp	E400-0006-0003
8-1-378	Georgia Pacific Corp	E400-0006-0004
8-0-367	Georgia Pacific	E400-0006-0006
8-0-486	Georgia Pacific Corp	E400-0006-0007
8-2-045	Georgia Pacific Corp	E400-0006-0008
8-2-573	Georgia Pacific Corp	E400-0006-0011
8-5-841	Tracy J. Knight	E400-0009-0001
8-1-363	Barnev Revells	E400-0009-0002
8-0-415	Terry Underhill	E400-0009-0003
8-1-389	Douglas Liles	E400-0009-0004
8-0-387	Jerry H. Liles Sr	E400-0009-0005
8-1-411	Joseph J. Rickards	E400-0009-0007
8-0-250	Rayford Riels	E400-0009-0008
8-0-235	Ruby King	E400-0009-0009
8-0-236	Mary A. McCall	E400-0009-0010
8-1-393	Wade E. Hiccinbotham	E400-0009-0013
8-0-251	Artizei Brannin	E400-0009-0014
8-5-472	Bessie L. Jones	E400-0009-0015
8-0-414	John S. Lanier	E400-0009-0017
8-0-381	Billy Bass	E400-0009-0018
8-0-246	Ethel Brannin	E400-0009-0020
8-0-440	Howard Stutts	E400-0009-0022
8-0-298	Raymond Glisson	E400-0009-0023
8-0-252	Bertis McAllister	E400-0009-0026
8-1-470	Willie G. Sheets	E400-0009-0028
8-6-346	James R. Bauchman	E400-0009-0029
8-0-374	Bessie L. Jones	E400-0009-0032
8-0-373	Dozier L. Keen	E400-0009-0035
8-0-306	Eddie Marsh	E400-0009-0036
8-2-265	Billie J. Rollison	E400-0002-0001
8-1-240	J. W. Rollison	E400-0002-0002
8-2-291	Buford McCall	E400-0002-0003
8-2-595	Buford McCall	E400-0002-0005

8-2-897	Ollie Johns	E400-0002-0006
8-3-560	J. W. Rollison	E400-0002-0009
8-3-983	Buford McCall	E400-0002-0010
8-5-942	Jeanie F. Rollison	E400-0002-0011
8-0-224	J. D. Wood	E400-0003-0001
8-0-397	Gwen J. Vogel	E400-0003-0002
8-1-336	Karen K. Wright	E400-0003-0003
8-1-259	Cynthia T. Adams	E400-0003-0004
8-0-260	Thomas F. Daniels	E400-0003-0007
8-1-304	Allen Harden	E400-0003-0009
8-1-833	Benjamin T. Cobb	E400-0004-0044
8-0-408	Richard C. Gooding	E400-0004-0047
8-0-438	Leon Sanders	E400-0004-0056
8-1-335	Lela Stinson	E400-0004-0058
8-1-976	Green Edmonds Jr	E400-0004-0062
8-1-292	Bessie Sanders	E400-0004-0066
8-2-212	Dawn L. Dubois	E400-0004-0086
8-1-706	D. F. Allen Jr	E400-0004-0104
8-1-657	D. L. Sanders	E400-0004-0113
8-2-459	James W. Valentine	E400-0004-0114

EXHIBIT C

FINAL JUDGMENT

UNITED STATES OF AMERICA,

Plaintiff,

v.

FLORIDA POWER CORPORATION and
TAMPA ELECTRIC COMPANY,

Defendants.

FINAL JUDGMENT

Plaintiff, United States of America, having filed its complaint herein on July 8, 1968, and its amended complaint on January 10, 1969, defendants having appeared by their counsel, and the parties hereto, by their respective attorneys, having consented to the entry of this Final Judgment without trial or adjudication of any issue of fact or law herein and without this Final Judgment constituting evidence or an admission by either party hereto with respect to any such issue;

NOW, THEREFORE, before the taking of any testimony and without trial or adjudication of any issue of fact or law herein, and upon the consent of the parties hereto, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

I

This Court has jurisdiction of the subject matter of this action and of the parties hereto. The complaint states a claim upon which relief may be granted against defendants under Section 1 of the Act of Congress of July 2, 1890, as amended, entitled "An act to protect trade and commerce against unlawful restraints and monopolies," (15 U.S.C., Sec. 1), commonly known as the Sherman Act.

II

As used in this Final Judgment:

(A) "Defendant(s)" means Florida Power Corporation

or Tampa Electric Company and each of them.

(B) "Person" means any individual, partnership, firm, association, private corporation, state or municipal corporation or subdivision thereof, electric cooperative corporation or other business or legal entity engaged or proposed to be engaged in the generation and transmission of electric power at wholesale for resale and/or the distribution of electric power at retail; provided, however, that "person" shall not include owners, lessors, operators or managers of rental property, such as, trailer parks, apartment houses, shopping centers or office buildings, who register and charge for electric power distributed to their tenants.

(C) "Bulk power supply for resale" means any, some or all arrangements for supply of electric power in bulk to any person for resale, including but not limited to, the taking of utility responsibility for supply of firm power in bulk to fill the full requirements of any person engaged or to be engaged in the distribution of electric power at retail, and/or interconnection with any person for the sale or exchange of emergency power, economy energy, deficiency power, and such other forms of bulk power sales or exchanges for resale made for the purpose or with the effect of achieving an overall reduction in the cost of providing electric power supply.

III

The provisions of this Final Judgment applicable to the defendants shall also apply to each of their officers, directors, agents, employees, subsidiaries, successors and assigns, and to all persons in active concert or participation with any of them who receive actual notice of this Final Judgment by personal service or otherwise.

IV

(A) Each defendant is enjoined and restrained from, directly or indirectly, entering into, adhering to, continuing, maintaining, renewing, enforcing or claiming any rights under

any contract, agreement, understanding, joint plan or joint program with the other defendant or any other person to limit, allocate, restrict, divide or assign, or to impose or attempt to impose any limitations or restrictions respecting, the persons to whom, or the markets or territories in which, either defendant or any other person may hereafter sell electric bulk power supply for resale.

(B) Nothing herein shall be construed as enjoining or restraining defendants, from engaging jointly in lawful attempts to petition any federal or state governmental body (other than "persons" as defined herein) respecting any aspect of either defendant's business, including without limitation, sale of electric bulk power supply for resale.

V

(A) Within ninety (90) days from the date of entry of this Final Judgment, defendants shall take all necessary action to cancel each provision of every contract between the defendants and between or among each of the defendants and other persons, which is contrary to or inconsistent with any provision of this Final Judgment.

(B) Within ninety (90) days from the date of entry of this Final Judgment, defendant shall send to each person presently engaged in the generation and transmission and sale of electric bulk power supply for resale or in the distribution of electric power at retail in the State of Florida a copy of this Final Judgment, and shall, at the same time, advise each such other person affected by the provision of paragraph V(A) that it is free to sell electric bulk power supply for resale to such persons and in such areas as it may freely choose.

(C) Within one hundred twenty (120) days from the date of entry of this Final Judgment, defendant shall file with this Court, and serve upon the plaintiff, an affidavit

as to the fact and manner of compliance with Subsections (A) and (B) of this Section V.

VI

For the purpose of determining or securing compliance with this Final Judgment, and for no other purpose, duly authorized representatives of the Department of Justice shall, upon written request by the Attorney General or the Assistant Attorney General in charge of the antitrust Division given to defendant at its principal office, be permitted, subject to any legally recognized privilege:

(A) Access during the office hours of defendant to all contracts, agreements, correspondence, memoranda, and other business records and documents in the possession or control of defendant relating to any of the matters contained in this Final Judgment;

(B) Subject to the reasonable convenience of defendant and without restraint or interference from it, to interview the officers and employees of defendant, who may have counsel present, regarding any such matters; and

(C) Upon such written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division, defendants shall submit written reports relating to any of the matters contained in this Final Judgment as may be requested.

No information obtained by the means provided in this Section VI shall be divulged by any representative of the Department of Justice to any person other than a duly authorized representative of the Executive Branch of the plaintiff except in the course of legal proceedings to which the United States is a party for the purpose of securing compliance with this Final Judgment, or as otherwise required by law.

Jurisdiction is retained for the purpose of enabling any of the parties to this Final Judgment to apply to this Court at any time for such further orders and directions as may be necessary or appropriate for the construction or carrying out of this Final Judgment, for the modification or termination of any of the provisions hereof, for the enforcement of compliance therewith, and for the punishment of violations thereof.

Dated: August 19, 1971.


UNITED STATES DISTRICT JUDGE

Copies:

Wallace E. Brand, Esquire
Department of Justice

Carlton, Fields, Ward, Emmanuel, Smith & Cutler, Esquires

Holland & Knight, Esquires