

**ORIGINAL
FILE COPY**

BEGGS & LANE

ATTORNEYS AND COUNSELLORS AT LAW

POST OFFICE BOX 12950

PENSACOLA, FLORIDA 32576-2950

SEVENTH FLOOR BLOUNT BUILDING

3 WEST GARDEN STREET

PENSACOLA, FLORIDA 32501

TELEPHONE (904) 432-2451

TELECOPIER (904) 469-3330

ROBERT P. GAINES
WILLIAM GUY DAVIS, JR.
W. SPENCER MITCHEM
JAMES M. WEBER
ROBERT L. CRONGEYER
JOHN F. WINDHAM
J. NIXON DANIEL, III
G. EDISON HOLLAND, JR.
RALPH A. PETERSON
GARY B. LEUCHTMAN
JOHN P. DANIEL
JEFFREY A. STONE
JAMES S. CAMPBELL
RUSSELL F. VAN SICKLE
RUSSELL A. BADDERS
GARY W. HUSTON
DAVID J. BARBERIE
MARY JANE THIES
JAMES J. CRONGEYER, JR.
DAVID L. MCGEE

E. DIXIE BEGGS

Retired

BERT H. LANE

1917-1981

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 First Set of Interrogatories on the Florida Public Service Commission Staff, 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 Enclosures
- EAG _____
- LEG _____
- LIN _____
- OPC _____
- RCH _____
- SEC 1
- WAS _____
- OTH _____

DOCUMENT NUMBER-DATE
13179 DEC 11 96
FPSC-RECORDS/REPORTING

**ORIGINAL
FILE COPY**

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
Served: December 10, 1996

NOTICE OF SERVING FIRST SET OF INTERROGATORIES

Notice is hereby given that Gulf Power Company ("Gulf Power" or "Gulf") hereby serves its first set of interrogatories numbered 1-12 by U.S. Mail on the Florida Public Service Commission Staff, on December 10, 1996.


JEFFREY A. STONE
Florida Bar No. 32593
RUSSELL A. BADDERS
Florida Bar No. 7455
Beggs & Lane
P.O. Box 12950
Pensacola, Florida 32576-2950
(904)432-2451
Attorneys for Gulf Power Co.

DOCUMENT NUMBER-DATE
13179 DEC 11 88
EPSC-RECORDS/REPORTING
000507

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 FIRST SET OF INTERROGATORIES
TO THE FLORIDA PUBLIC SERVICE COMMISSION STAFF**

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 the Florida Public Service Commission Staff ["FPSC Staff"]. 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 the Florida Public Service Commission of those persons providing answers to each of the following interrogatories.

DEFINITIONS AND INSTRUCTIONS

1. As used herein, "FPSC Staff" shall mean Respondent Florida Public Service Commission Staff, 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 FPSC Staff 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

1. Does the FPSC Staff 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.

2. Please give and explain in detail the FPSC Staff's definition of "uneconomic duplication."

3. If either Gulf Power or GCEC serves a particular customer at a cost that represents a cost difference that is "de minimis" when compared to what the other utility would have to spend to serve the same customer, has uneconomic duplication occurred?

4. In the JEA - Okefenokee agreement (Mr. Bohrmann's testimony, page 4, line 20 through page 5, line 4), does the FPSC Staff believe that the public interest was served by Okefenokee agreeing to sell all of its facilities in Duval County to JEA in order to establish a territorial boundary at the northern Duval County line?

5. 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?

6. 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), would 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.

7. 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), would 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?

8. 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), would any territorial boundaries be established such that Gulf Power would be precluded from serving a new 20 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?

9. 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) would any territorial boundaries be established such that Gulf Power would be precluded from serving a new 4,000 kW 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?

10. 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), would any territorial boundaries be established such that Gulf Power would be precluded from serving a new 300 kW 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?

11. 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), would any territorial boundaries be established such that Gulf Power would be precluded from serving a new 20 kW, three-phase 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?

12. 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), would any territorial boundaries be established such that Gulf Power would be precluded from serving a 10 kW, single-phase 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.

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: _____

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) Docket No. 930885-EU
territorial dispute with Gulf) Served: December 10, 1996
Coast Electric Cooperative, Inc.)
By Gulf Power Company)

CERTIFICATE OF SERVICE

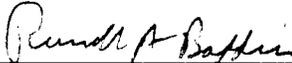
I HEREBY CERTIFY that a copy of the foregoing has been furnished this 10th day of

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

John Haswell, Esquire
Chandler, Lang & Haswall
P.O. Box 23879
Gainesville, FL 32602

Patrick Floyd, Esquire
Gulf Coast Electric Coop.
408 Long Avenue
Port St. Joe, FL 32456



JEFFREY A. STONE
Florida Bar No. 32593
RUSSELL A. BADDERS
Florida Bar No. 7455
Beggs & Lane
P.O. Box 12950
Pensacola, Florida 32576-2950
(904)432-2451
Attorneys for Gulf Power Co.

000594