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May 13, 1997

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Ms. Blanca S. Bayó, Director
Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

RE: Docket No. 970022-EU
In re: Petition of Florida Power & Light Company for Enforcement of Order No. 4285 in Docket No. 9056-EU

Dear Ms. Bayó:

Please find enclosed an original and 15 copies of the City of Homestead's Response to the Amended Petition by Florida Power & Light Company as well as an original and 15 copies of its Motion to Strike for filing in the above-referenced docket. Please acknowledge your receipt and filing of the above by stamping the duplicate copy of this letter and returning the same to the undersigned.

Thank you for your assistance in this matter.

- ACK _____
- AFA _____
- APP _____
- CAF _____
- CMU _____
- CTR FMB/km
- EAG Enclosures
- LEG _____
- LIN 5
- OPC _____
- RCH _____
- SEC I
- WAS _____
- OTH _____

Sincerely,

Frederick M. Bryant

Motion
DOCUMENT NUMBER-DATE
04784 MAY 13 5
FPSC-RECORDS/REPORTING

Response
DOCUMENT NUMBER-DATE
04783 MAY 13 5
FPSC-RECORDS/REPORTING

BEFORE THE PUBLIC SERVICE COMMISSION

In Re: Petition of Florida Power & Light
Company for Enforcement of
Order No. 4285 in Docket No.
9056-EU.

Docket No. 970022-EU

**THE CITY OF HOMESTEAD'S RESPONSE
TO THE AMENDED PETITION BY FLORIDA POWER & LIGHT COMPANY**

The City of Homestead ("Homestead") files this its response to the Amended Petition of Florida Power & Light Company ("FPL") to resolve a territorial dispute between them and alleges:

1. Without knowledge of the allegations in the first sentence of the first paragraph except that it admits that Exhibit "A" is a copy of the original.
2. Admits the allegations in the second sentence of the first paragraph.
3. Denies the allegations in the third sentence of the first paragraph.
4. Admits that through the years, FPL and Homestead have met and discussed various matters as alleged in the first sentence of the second paragraph.
5. Admits that it is not now nor has it ever been in violation of Order No. 4285 as alleged in the second sentence of the second paragraph.
6. Without knowledge of the allegations in the third sentence of the second paragraph.
7. Admits that Exhibit "A" is a copy of Order No. 4285 issued on December 1, 1967, in Docket No. 9056-EU as alleged in Paragraph 1 and Exhibit "B" is a copy of the Territorial Agreement.
8. Admits the allegations in Paragraph 2.

DOCUMENT NUMBER-DATE

04783 MAY 13 5

FPSC-RECORDS/REPORTING

000106

9. In regards to the allegations of Paragraph 3, it admits that in May, 1988, it notified FPL that it was terminating the agreement effective August 6, 1988, on the grounds the agreement was terminable at will by either party upon the giving of reasonable notice to the other party. The proceedings that arose are a matter of public record and speak for themselves.

10. In regards to the allegations in Paragraph 4, the proceedings which transpired before this Commission are a matter of public record and need not be responded to.

11. In response to the allegations in Paragraph 5, Homestead admits that pursuant to and in accordance with the Territorial Agreement it is furnishing service to City-owned facilities which are physically located within the city limits of Homestead; however, if the facilities were not City-owned facilities, then under the Territorial Agreement, the facilities would be FPL's to serve.

12. In response to the allegations in Paragraph 6, Homestead alleges that the lease agreements speak for themselves and that Exhibit "C" appears to be a copy of the original.

13. In response to the allegations in Paragraph 7, Homestead alleges that the lease agreements speak for themselves.

14. In response to the allegations in Paragraph 8, Homestead alleges that the lease agreements speak for themselves as do any amendments thereto.

15. In regards to the allegations in Paragraph 9, Homestead denies that it is in any way violating the Territorial Agreement. Homestead further alleges and admits there exists an agreement with Contender Boats, the terms of which speak for themselves.

16. In regards to the allegations in Paragraph 10, Homestead denies the allegations in the first sentence and is without knowledge of the allegations in the remaining sentences.

17. In regards to the allegations in Paragraph 11, Homestead confirms the fact that it is the owner of the real property together with the buildings, fixtures and facilities located thereon but does not own the personal property of the leasees; denies the assertion that ownership of the realty is not material; that the part of Black's Law Dictionary and The Random House Dictionary of the English Language definitions of facility as alleged speak for themselves and further alleges that the Florida Statutes enumerated therein speak for themselves.

18. The allegations in Paragraph 12 are denied.

19. In regards to the allegations in Paragraph 13, Homestead alleges that the terms of the leases speak for themselves.

20. The allegations in Paragraph 14 are denied.

21. The allegations in Paragraph 15 are inappropriate but to the extent an answer is required, the allegations are denied.

22. The allegations in Paragraph 16 are denied.

23. The allegations in Paragraph 17 are denied and are subject to a pending Motion to Strike filed herein by Homestead.

24. Homestead denies or is without knowledge of each and every other allegation of the Petition which has not been specifically pled to herein.



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Attorneys for the City of Homestead

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that an original and 15 copies of the foregoing, The City of Homestead's Response to the Amended Petition by Florida Power & Light Company, were filed with **Ms. Blanca S. Bayó, Director, Division of Records and Reporting, Florida Public Service Commission, Room 110, Easley Conference Center, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850**; and that a true and correct copy of the foregoing was furnished by Hand Delivery to **Lorna R. Wagner, Esquire, Division of Legal Services, Florida Public Service Commission, Room 370, Gunter Building, 2540 Shumard Oak Boulevard, Tallahassee, FL 32399-0850**; and that true and correct copies of the foregoing were furnished by regular U.S. mail to **Wilton R. Miller, Esquire, Bryant, Miller and Olive, P.A., 201 South Monroe Street, Suite 500, Tallahassee, FL, 32301**; and **David L. Smith, Esquire, Florida Power & Light Company, P.O. Box 029100, Miami, FL 33102-9100** on this 13th day of May, 1997.



Attorney

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