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April 16, 2002

HAND DELIVERED

Ms. Blanca S. Bayo, Director
Division of Commission Clerk
and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Petition of City of Bartow, Florida, Regarding a Territorial Dispute with Tampa Electric Company, Polk County, Florida; FPSC Docket No. 011333-EI

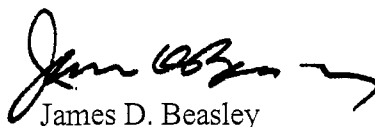
Dear Ms. Bayo:

Enclosed for filing in the above docket are the original and fifteen (15) copies of Answer of Respondent, Tampa Electric Company.

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning same to this writer.

Thank you for your assistance in connection with this matter.

Sincerely,


James D. Beasley

JDB/pp
Enclosure

cc: All Parties of Record (w/enc.)

DOCUMENT NUMBER-DATE
04233 APR 16 2002
FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of City of Bartow, Florida,)
Regarding a Territorial Dispute with Tampa)
Electric Company, Polk County, Florida.)
_____)

DOCKET NO. 011333
FILED: April 16, 2002

ANSWER OF RESPONDENT
TAMPA ELECTRIC COMPANY

Tampa Electric Company (“Tampa Electric” or “the company”), pursuant to Rule 28-106.203, Florida Administrative Code, answers as follows the petition filed in this proceeding on October 4, 2001 on behalf of the City of Bartow:

1. Tampa Electric will comply with the service request set forth in paragraph 1 of the petition.
2. Tampa Electric admits the allegations of paragraph 2 of the petition, but denies any inference that Bartow’s facilities are more appropriately located than Tampa Electric’s facilities to provide electric services to what is now known as the Old Florida Plantation (“OFP”) property.
3. Tampa Electric admits the allegations of paragraph 3, but denies any inference that Tampa Electric’s facilities are any less appropriately located than those of Bartow to provide electric service to the OFP property.
4. Tampa Electric admits the allegations of paragraph 4 of the petition.
5. The allegations of paragraph 5 are admitted, but Tampa Electric denies the existence of a territorial dispute pursuant to Section 366.04(2)(e), Florida Statutes.

6. The allegations of paragraph 6 are admitted with the exception of the date of the order approving the territorial agreement between Tampa Electric and Bartow (“the Agreement”), which date was December 11, 1985.

7. Tampa Electric admits that paragraph 7 of the petition accurately sets forth an excerpt taken out of context from Section 1.1 of the Agreement. However, Section 1.1 of the Agreement speaks for itself, and Tampa Electric denies Bartow’s characterization of what Section 1.1 provides or requires.

8. Paragraph 8 is technically incorrect. The Agreement establishes a boundary line that is described in paragraph 2.1 of the Agreement and in Exhibit A attached to the Agreement. Tampa Electric admits that Section 2.2 of the Agreement reads as quoted in paragraph 8 of the petition.

9. Tampa Electric is without knowledge as to the allegations of paragraph 9, as the petition does not define the term “in the area.” Tampa Electric demands strict proof of the allegations of paragraph 9 of the petition.

10. Tampa Electric admits that the territorial boundary line between Bartow and Tampa Electric runs generally east and west, although the boundary line moves in other directions as well. Tampa Electric admits the territorial boundary between the two utilities divides the OFP property, but it does not divide that property into equal portions.

11. Tampa Electric admits the allegations of paragraph 11 of the petition.

12. Tampa Electric is without knowledge as to the allegations of paragraph 12 of the petition and, therefore, denies the allegations set forth in paragraph 12 of the petition.

13. Tampa Electric is without knowledge as to the allegations of paragraph 13 of the petition and, therefore, denies the allegations set forth in paragraph 13 of the petition.

14. Tampa Electric is without knowledge as to the allegations of paragraph 14 of the petition and, therefore, denies the allegations set forth in paragraph 14 of the petition.

15. Tampa Electric is without knowledge as to the allegations of paragraph 15 of the petition and, therefore, denies the allegations set forth in paragraph 15 of the petition.

16. Tampa Electric is without knowledge as to the allegations of paragraph 16 of the petition and, therefore, denies the allegations set forth in paragraph 16 of the petition.

17. Tampa Electric denies the first sentence of paragraph 17 of the petition and is without knowledge as to the second sentence of that paragraph and, therefore, denies the allegations set forth in paragraph 17 of the petition.

18. Tampa Electric is without knowledge as to the allegations of paragraph 18 of the petition and, therefore, denies the allegations set forth in paragraph 18 of the petition.

19. Tampa Electric denies the allegations of paragraph 19 of the petition.

20. Except to the extent expressly admitted above, Tampa Electric denies each and every allegation set forth in the petition.

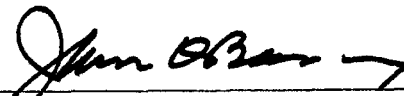
WHEREFORE, Respondent, Tampa Electric, urges the Commission, after considering all relevant evidence, to conclude that Bartow has presented no justification for a modification of the Commission approved territorial agreement between Tampa Electric and Bartow; that a territorial dispute does not exist as between Tampa Electric and the City of Bartow, and that Bartow has demonstrated no other basis for action by the Commission.

DATED this 16th day of April 2002.

Respectfully Submitted,

HARRY W. LONG JR.
Assistant General Counsel – Regulatory
Tampa Electric Company
P.O. Box 111
Tampa, Florida 33601

and



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ATTORNEYS FOR TAMPA ELECTRIC COMPANY

CERTIFICATE OF SERVICE

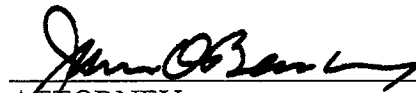
I HEREBY CERTIFY that a true copy of the foregoing Answer of Respondent, Tampa Electric Company, has been furnished by U. S. Mail or hand delivery (*) on this 16th day of April,

2002 to the following:

Ms. Adrienne Vining*
Staff Counsel
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Mr. Joseph J. DeLegge
City of Bartow
P. O. Box 1069
Bartow, FL 33830-1069

Mr. Davisson F. Dunlap, Jr.
Dunlap & Toole, P.A.
2057 Delta Way
Tallahassee, FL 32303



ATTORNEY