

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint Petition of Tampa)
Electric Company and Peace River) DOCKET NO. 870303-EU
Electric Cooperative, Inc. for) ORDER NO. 17714
Approval of a Territorial Agreement) ISSUED: 6-18-87

CONSUMMATING ORDER


BY THE COMMISSION:

By Order No. 17585, this Commission proposed to take certain action, subject to a Petition for Formal Proceeding as provided in Rule 25-22.029, Florida Administrative Code. No response has been filed to the order and it has become effective. It is, therefore,

ORDERED by the Florida Public Service Commission that Order No. 17585 be and the same is hereby determined to be effective and final on June 11, 1987, as provided in Rule 25-22.029(6), Florida Administrative Code. It is further

ORDERED that this docket be closed.

By ORDER of the Florida Public Service Commission,
this 18th day of JUNE, 1987.



STEVE TRIBBLE, Director
Division of Records and Reporting

(S E A L)

BED

DOCUMENT NUMBER-DATE
05390 JUN 19 1987
FPSC-RECORDS/REPORTING

Ausley, McMullen, McGehee, Carothers & Proctor

Attorneys at Law

Washington Square Building
227 S. Calhoun Street
P.O. Box 391

Tallahassee, Florida 32302

Telephone 904 224-9115

March 24, 1987

HAND DELIVERED

Charles S. Ausley (1907-1972)
John C. Ausley (1912-1980)
D. Fred McMullen (1904-1980)
DuBois Ausley
James D. Beeley
C. Graham Carothers
J. Marshall Conrod
Timothy B. Elliott
Stephen C. Emmanuel
Van P. Geaker
Michael J. Glazer
Gerald T. Hart
Kenneth R. Hart

Margaret Ausley Hoffman
Jenn Johnson
E. Martin McGehee
R. Stan Peeler
Robert A. Pierce
H. Palmer Proctor
M. Julien Proctor, Jr.
Steven P. Seymore
William M. Smith
Emily S. Waugh
C. Gary Williams
Lee L. Willis

Mr. Steve C. Tribble
Director of Records and Reporting
Florida Public Service Commission
101 East Gaines Street
Tallahassee, Florida 32301

Re: Joint Petition of Tampa Electric Company and
Peace River Electric Cooperative, Inc. for
Approval of a Territorial Agreement.

Dear Mr. Tribble:

Enclosed for filing in the above-styled matter are the original and fifteen (15) copies of a Joint Petition for the Approval of a Territorial Agreement.

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,


Lee L. Willis

LLW/pp
encls.

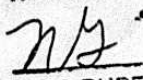
cc: Andrew B. Jackson (w/enc.)

RECEIVED

MAR 24 1987

FPSC-RECORDS/REPORTING

RECEIVED & FILED


FPSC-BUREAU OF RECORDS

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint Petition of Tampa
Electric Company and Peace River
Electric Cooperative, Inc. for Approval
of a Territorial Agreement.

DOCKET NO.: 8-70303-E-4
Submitted for Filing 3/24/87

JOINT PETITION

Tampa Electric Company (Tampa Electric or the company) and Peace River Electric Cooperative, Inc. (PRECO) files this their Joint Petition for the Approval of Territorial Agreement attached as Exhibit 1 hereto and says:

1. The name of the company and the address of its principal business office are as follows:

Tampa Electric Company
702 North Franklin Street
Post Office Box 111
Tampa, Florida 33601

2. The name and address of the persons authorized to receive notices and communications for Tampa Electric in respect to this petition are:

Mr. Russell D. Chapman
Tampa Electric Company
Post Office Box 111
Tampa, Florida 33601

Mr. Lee L. Willis
Ausley, McMullen, McGehee,
Carothers & Proctor
Post Office Box 391
Tallahassee, Florida 33602

3. The name of PRECO and the address of its principal business office are as follows:

Peace River Electric Cooperative, Inc.
Highway 17 North
Post Office Box 1310
Wauchula, Florida 33873

4. The name and address of the persons authorized to receive notices and communications for PRECO in respect to this petition are:

Mr. Richard Maenpaa
Peace River Electric Cooperative, Inc.
Post Office Box 1310
Wauchula, Florida 33873


5. A map and a description of the facilities to be transferred together with the selling price is attached as Exhibit 2.

6. A map delineating the service area involved in the Agreement is marked Exhibit "A" attached to Exhibit 1.


7. There are 32 customer accounts to be transferred in this transaction as described in Exhibit 3. Tampa Electric and PRECO hereby assure the Commission that the 32 affected customers have been contacted and the difference in rates explained. All 32 customers have agreed in writing to the transfer. A sample of the letter explaining the Agreement and containing the customers' agreement to the transfer is shown in Exhibit 3.

8. Exhibit 4 is a comparison of the rates of Tampa Electric and PRECO at representative consumptions.

WHEREFORE, Tampa Electric Company and Peace River Electric Cooperative, Inc. request that this Commission under its powers under Section 366.04(2)(d) approve the Territorial Agreement attached as Exhibit 1 to this Petition.


ANDREW B. JACKSON
Attorney At Law
150 North Commerce Avenue
Sebring, Florida 33870
(813) 382-3686

Attorney for Peace River
Electric Cooperative, Inc.


LEE L. WILLIS and
JAMES D. BEASLEY
Ausley, McMullen, McGehee,
Carothers & Proctor
Post Office Box 391
Tallahassee, Florida 33602
(904) 224-9115

Attorneys for Tampa Electric Company

EXHIBIT I
AGREEMENT

AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of JANUARY, 1987, by and between PEACE RIVER ELECTRIC COOPERATIVE, INC., an electric cooperative organized and existing under the laws of the State of Florida (herein called "PRECO"), party of the first part, and TAMPA ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of Florida (herein called "TECO"), party of the second part:

WITNESSETH:

WHEREAS, PRECO, by virtue of Florida Statutes, Chapter 425, and the charter issued to it thereunder, is authorized and empowered to furnish electricity and power to its members, private individuals, corporations and others, as defined by the laws of Florida, and pursuant to such authority, presently furnishes electricity and power to members and customers in areas of Hillsborough and Polk County, Florida, and elsewhere; and

WHEREAS, TECO, a corporation organized and existing under the laws of the State of Florida, is authorized and empowered to furnish electricity and power to persons, firms and corporations in areas of Hillsborough and Polk County, Florida; and

WHEREAS, the respective areas of retail service of the parties hereto are contiguous in many places, with the result that in the future substantial duplication of service facilities will occur unless such duplication is precluded; and

WHEREAS, the Florida Public Service Commission has previously recognized that any such duplication of said service facilities by the parties results in needless and wasteful expenditures and creates hazardous situations; both being detrimental to the public interest; and

WHEREAS, the parties hereto desire to avoid and eliminate the circumstances giving rise to the aforesaid duplications and possible hazards and to that end desire to operate within delineated retail service areas for the period hereinafter fixed and set forth; and

WHEREAS, in order to accomplish said area allocation, the parties have established boundary lines which delineate the contiguous retail service areas of the parties in portions of Hillsborough and Polk County; and

WHEREAS, the Florida Public Service Commission has recognized on several occasions the wisdom of retail territorial agreements between competing utilities and has adhered to the general opinion that retail territorial agreements, in the proper circumstances, are advisable and indeed in the public interest.

NOW, THEREFORE, in fulfillment of the purposes and desires aforesaid, and in consideration of the mutual covenants and agreements herein contained, which shall be construed as being interdependent, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

1. TERRITORIAL BOUNDARY LINES - As used herein, the term "Territorial Boundary Lines" shall mean the boundary line depicted on Exhibit "A" which differentiate and divide the PRECO Territorial Area from the TECO Territorial area.
2. PRECO TERRITORIAL AREA - As used herein, the term, "PRECO Territorial Area" shall mean the geographic areas which are not within the TECO Territorial Area, as shown on Exhibit "A."
3. TECO TERRITORIAL AREA - As used herein, the term "TECO Territorial Area" shall mean the geographic areas designated as such on Exhibit "A."
4. TRANSMISSION LINES - As used herein, the term "Transmission Lines" shall mean all transmission lines of either party having a rating of 69 KV or over.
5. DISTRIBUTION LINES - As used herein, the term "Distribution Lines" shall mean all distribution lines of either party having a rating up to but not including 69 KV.
6. NEW CUSTOMERS - As used herein, term "New Customers" shall mean all retail electric consumers applying for service to either TECO or PRECO after the effective date of this Agreement in accordance with Article IV hereof.
7. EXTRA-TERRITORIAL CUSTOMERS - As used herein, the term "Extra-Territorial Customers" shall mean those existing customers (on the effective date of this agreement) of either party located within the territorial area of the other.

ARTICLE II

AREA ALLOCATIONS AND NEW CUSTOMERS

1. ALLOCATIONS - The PRECO Territorial Area, as herein defined, is hereby allocated to PRECO as its distribution retail service area for the term hereof; and the TECO Territorial Area, as herein defined, is hereby allocated to TECO as its distribution retail service area for the term hereof, and, except as otherwise specifically provided herein, neither party shall cross any Territorial Boundary Line to serve any New Customer in the territorial area of the other.
2. NEW DISTRIBUTION CUSTOMERS - The parties shall each have the right to provide distribution retail electric service to all New Customers within their respective territorial areas. Neither party shall after the effective date hereof serve or offer to

serve a New Customer located in the territorial area of the other party unless such other party shall request it to do so, in writing, on an interim basis. Upon receipt of such written request the other party will within 15 days of receipt of said request respond to the requesting party whether or not they are willing to serve the New Customer. If such request for service is completed by the other party, the party providing interim service shall be deemed to do so only on behalf of the requesting party, who shall retain all rights to serve the New Customer to the same extent as if it had provided service in the first instance. When the other party makes its reply to the requesting party accepting responsibility to provide the New Customer interim service, they will include in such reply the estimated cost for improvements to their system needed to provide service to the New Customer. Said estimated cost is to be paid to the party prior to the other party extending interim service to the New Customer. It is understood that no additional regulatory approval will be required for such interim service agreement (s).

Upon written request by the requesting party that it now elects to provide service to the New Customer and payment of cost of removal to the other party, such other party shall cease providing interim service and thereafter service shall be furnished to the New Customer by the requesting party.

Notwithstanding the foregoing, each party reserves the right to refuse to serve a New Customer outside its respective territorial area, even though a written request to do so has been made by the other party.

3. TRANSMISSION CUSTOMERS - The parties, by execution of this agreement, acknowledge that TECO presently provides retail electric service to certain phosphate customers and other customers served at transmission voltage (69 KV and above) in the area of Polk and Hillsborough Counties reserved for PRECO. TECO shall have the right to continue to serve these existing customers.

Either party shall have the right to serve any such customer applying for service after the effective date of this agreement. Should both parties desire to serve the same customer, the decision as to which company shall serve will be determined on the basis of relative costs to construct additional facilities necessary to serve the customer in question.

ARTICLE III

OPERATION AND MAINTENANCE

1. RETENTION OF CUSTOMERS - Each of the parties hereto shall continue to serve their respective Extra-Territorial Customers as they presently exist, or until such time as they are transferred to the party in whose territorial area they reside.

2. TRANSFER OF CUSTOMERS - In order to initially establish the territorial boundary line between the territorial areas of PRECO and TECO, the parties agree to transfer certain electrical facilities and customers. A summary of the number and class of customers of each party to be transferred under the terms of this agreement is identified as Exhibit C and attached as a part of this agreement. A summary of the electrical facilities of PRECO with values established by mutual agreement of the two parties is attached, made a part of this agreement, and identified as Exhibit D. Upon the execution of this agreement and its subsequent approval by the Florida Public Service Commission and the Rural Electrification Administration as provided for in Article IV below, TECO agrees to pay PRECO Fifty Thousand, Four Hundred Eighty Dollars (\$50,480.00). These electrical facilities do not include distribution transformers, meters, oil circuit reclosers, and lightning arresters, as these items do not mutually conform to the electrical distribution systems of the parties.

In order to insure that all customers who are to be transferred from the service of one party to that of the other will be fully informed prior to any such transfer, a representative of PRECO and a representative of TECO shall together consult with each such customer and explain fully any changes affecting the customer.

3. FACILITIES TO REMAIN - All Generating Plants, Transmission Lines, Substations, Distribution Lines and related facilities now or hereafter constructed and/or used by either party to serve any Extra-Territorial Customer shall be allowed to remain where situated and shall not be subject to removal, as long as such facility serves any useful purpose in maintaining the integrity of the electrical system of the party.

PROVIDED, HOWEVER, that each party shall operate and maintain said lines and facilities in such manner as to minimize any interference with the operations of the other party.

ARTICLE IV

APPROVALS REQUIRED

1. FLORIDA PUBLIC SERVICE COMMISSION - The provisions of this Agreement are subject to the regulatory authority of the Florida Public Service Commission, and the appropriate approval by that body of the provisions of this Agreement shall be a prerequisite to the validity and applicability hereof and neither party shall be bound hereunder until that approval has been obtained.

2. RURAL ELECTRIFICATION ADMINISTRATION - The transfer of electrical facilities by PRECO to TECO as provided in Article III, paragraph 2 above is subject to the approval of the Rural Electrification Administration, United States Department of Agriculture and the National Rural Utilities Cooperative Financing Corporation. The

appropriate approval by the Rural Electrification Administration, United States Department of Agriculture and the National Rural Utilities Cooperative Financing Corporation shall be a prerequisite to the payment by TECO for the facilities and the transfer of such facilities to TECO by PRECO.

ARTICLE V

DURATION

1. This Agreement shall continue and remain in effect for a period of twenty five (25) years from the effective date hereof, which shall be deemed to be the date of approval by the Florida Public Service Commission as provided for in Article IV above. After the initial twenty five (25) year period, either party may terminate this Agreement by giving the other party a one (1) year notice prior to the desired termination date. This Agreement shall continue from year to year until terminated as provided above.

ARTICLE VI

CONSTRUCTION OF AGREEMENT

1. INTENT AND INTERPRETATION - It is hereby declared to be the purpose and intent of this Agreement, in accordance with which all provisions of this Agreement shall be interpreted and construed, to eliminate and avoid the needless and wasteful expenditures and potentially hazardous situations which may otherwise result from unrestrained competition between the parties operating in contiguous and overlapping distribution service areas.

2. This AGREEMENT shall apply only to the provision of retail electric service by the parties hereto and shall have absolutely no application or effect with respect to either party's sale of "bulk power supply for resale", which is defined to mean 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 persons 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.

ARTICLE VII
MISCELLANEOUS

1. NEGOTIATIONS - Whatever terms or conditions may have been discussed during the negotiations leading up to the execution of this Agreement, the only ones agreed upon are those set forth herein, and no alteration or modification of this Agreement shall be binding upon either of the parties hereto unless the same shall be in writing and signed by both parties and approved in the manner set forth in Article IV above.

2. SUCCESSORS AND ASSIGNS - Nothing in this Agreement, expressed or implied, is intended nor shall it be construed to confer upon or give to any person or corporation, other than the parties hereto, any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding only upon the parties hereto and their respective representatives, successors and assigns.

3. WAIVERS - The failure of either party to enforce any provision of this AGREEMENT in any instance shall not be construed as a waiver or relinquishment on its part of any such provision but the same shall nevertheless be and remain in full force and effect.

4. NOTICES - Notices given hereunder shall be deemed to have been given to PRECO if served by United States mail, postage prepaid to: Manager, PEACE RIVER ELECTRIC COOPERATIVE, INC., P.O. Box 1310, Wauchula, Florida 33873; and to TECO if served by United States mail, postage prepaid to: TAMPA ELECTRIC COMPANY, P.O. Box 111, Tampa, Florida 33601. The addresses to which such notices shall be mailed may be, at any time, changed by designating such new address and giving notice thereof in the manner as herein provided.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate, by PRECO in its name by its President, and its corporate seal hereto affixed by its Secretary, and by TECO in its name by its Vice President, and its corporate seal hereto affixed and attested by its Secretary, on the day and year written by each execution below; and one of the executed copies has been delivered to each of the parties hereto.

PEACE RIVER ELECTRIC COOPERATIVE, INC.

ATTEST:

By: *[Signature]*
President

[Signature]
Secretary

Dated December 16, 1986

TAMPA ELECTRIC COMPANY

ATTEST:

By: *[Signature]*
Vice President

[Signature]
Secretary

Dated JANUARY 9, 1987

(Corporate Seal)

EXHIBIT 2

MAP, DESCRIPTION, AND SELLING PRICE OF FACILITIES

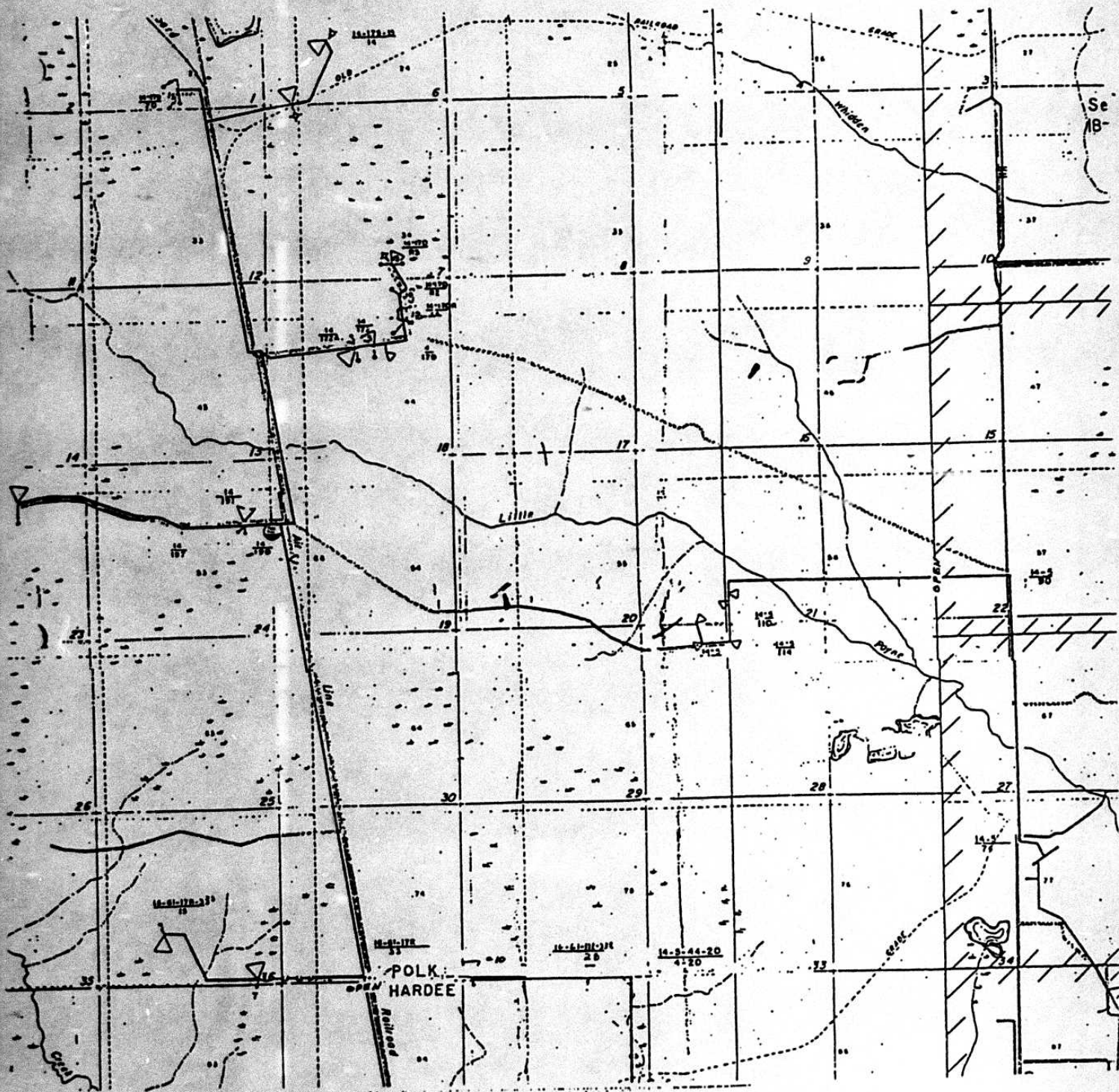


EXHIBIT 2 MAP
 PRECO FACILITIES
 TRANSFERRED TO
 TECO

CONSTRUCTION UNITS BEING SOLD TO TAMPA ELECTRIC
PER REA BULLETIN 50-3

POLE SIZE	NUMBER	UNITS	NUMBER
25-7	1	GUYS:	
30-6	2	E1-2	43
30-7	19	E3-2	2
35-4	2	E2-2	4
35-5	16	E1-1	4
35-6	80	ANCHORS:	
40-4	3	F4-3	2
40-5	10	F4-2	46
35-7	6	F4-1	1
45-3	1	YARDLIGHTS:	
45-4	8	M26-5	8 (175 watt yardlights)
45-5	5	PRIMARY WIRE:	
55-2	1	#2 ACSR	26,582'
55-3	1	2/0 ACSR	269'
CONSTRUCTION UNITS:		1/0 25 KV URD	800'
A1	76	1/0 15 KV URD	2926'
A1-1	3	#2 triplex	3030'
A1P	1	#6 HD copper	20,569'
A4	10	#6 duplex	212'
A6	3	#4 ACSR	10,955'
A5	2	#4 triplex	100'
A5-1	1	MISCELLANEOUS UNITS:	
A5-2	4	15 KV load break switch - 1	
A5-3	1		
A2	4		
A9	2		
VA1	15		
VA5-2	15		
VA5-3	1		
VA7-1	1		
VA9-1	2		
VA7	1		
UM2	9		
GROUNDINGS:			
M2-1	64		
M2-2	86		

**TECO COST ESTIMATE
OF ACQUIRING PRECO LINES
FORT GREEN AREA**

FORT GREEN

1 Year's Revenue	\$ 23,100
1986 Replacement Cost	53,000
Less Meters & Transformers	(7,824)
Less Depreciation	<u>(17,796)</u>
TOTAL Estimated Payment to PRECO	\$ 50,480

EXHIBIT 3
CUSTOMER ACCOUNTS TO BE TRANSFERRED
SAMPLE LETTER

ACCOUNTS BEING TRANSFERRED TO TAMPA ELECTRIC
ACTIVE ACCOUNTS

<u>RATE</u>	<u>ACCOUNT NUMBER</u>	<u>POLE NUMBER</u>	<u>NAME AND ADDRESS</u>
Farm & Home	183208250005 175watt yardlight	14-170R-1-1	W. M. Lancaster Route 2 Box 30 Bowling Green, FL 33834
Farm & Home	183208200001 175watt yardlight	14-170R-2	Hubert A. Walker Route 2 Box 28 Bowling Green, FL 33834
Farm & Home	183208150000 175watt yardlight	14-170R-5	Hubert L. Walker Route 2 Box 29 A Bowling Green, FL 33834
Farm & Home	183208350004 175watt yardlight	14-170R-A1	Mary E. Chewing Route 2 Box 31 Bowling Green, FL 33834
Farm & Home	183208400001 175watt yardlight	14-172	Mrs. L. M. Chewing Route 2 Bowling Green, FL 33834
Farm & Home	183208500000 175watt yardlight	14-172AR-1	George C. Chewing Route 2 Box 33 Bowling Green, FL 33834
Farm & Home	183208550017 175watt yardlight	14-179-20	Guy A. Lamb 723 NE 7th St. Ft. Meade, FL 33841
Farm & Home	183208225003	14-170R-1A	Mildred Cain Route 2 Box 29 C Bowling Green, FL 33834
Farm & Home	183208100002	14-170R-5	Robert Lancaster Route 2 Box 29 Bowling Green, FL 33834
Farm & Home	183208300015	14-170R-A1	Ronald L. Hagwood Route 2 Box 31 Bowling Green, FL 33834
Farm & Home	183208375003	14-171-1	Curtis L. Chewing Route 2 Box 32 Bowling Green, FL 33834
Farm & Home	183208457505	14-172	Kenneth D. Jenkins Route 2 Box 33 Bowling Green, FL 33834
Farm & Home	183208450009	14-172A-1	Loretta M. Chewing Route 2 Box 33 Bowling Green, FL 33834
Farm & Home	183208430003	14-172AL-1	George C. Chewing Route 2 Box 33 Bowling Green, FL 33834
Farm & Home	183207850009	16-61-17R-33-15	Agrico Chemical Co. Cattle Dept. P. O. Box 1110 Mulberry, FL 33860

ACCOUNTS BEING TRANSFERRED TO TAMPA ELECTRIC
ACTIVE ACCOUNTS

<u>RATE</u>	<u>ACCOUNT NUMBER</u>	<u>POLE NUMBER</u>	<u>NAME AND ADDRESS</u>
Farm & Home	183303500004 175watt yardlight	14-5-111	Robert Walker Route 2 Box 24 Bowling Green, FL 33834
Farm & Home	183303450007	14-5-114	Ira Crawford Route 2 Box 25 Bowling Green, FL 33834
Farm & Home	183303400018	14-5-116	J. R. Best Route 1 Box 256 Bowling Green, FL 33834
Farm & Home	183303600003	14-5-118	H. M. Walker Route 2 Box 24 Bowling Green, FL 33834
Irrigation	183303550015 15 hp pump	14-5-110	Joe Weishaupt 319 E. Broadway Ft. Meade, FL 33841
Genl. Serv.	183207800001	16-61-17R-33-7	Agrico Chemical Co. Air Sampler #5 P. O. Box 1110 Mulberry, FL 33860
Genl. Serv.	183207860005	16-61-17R-59	Agrico Chemical Co. #9 - 34 KV Sub. P. O. Box 1110 Mulberry, FL 33860
Genl. Serv.	183208000007	14-191	Agrico Chemical Co. Agrock RR Office P. O. Box 1110 Mulberry, FL 33860
Genl. Serv.	183208025006	14-202	Agrico Chemical Co. Agrock Switch Lt P. O. Box 1110 Mulberry, FL 33860
Genl. Serv.	183208041006	14-186	Agrico Chemical Co. F G Switch Light P. O. Box 1110 Mulberry, FL 33860
Genl. Serv.	183208033004	14-189-1	Agrico Chemical Co. Agrock Signal Light P. O. Box 1110 Mulberry, FL 33860

ACCOUNTS BEING TRANSFERRED TO TAMPA ELECTRIC
INACTIVE ACCOUNTS

<u>RATE</u>	<u>ACCOUNT NUMBER</u>	<u>POLE NUMBER</u>	<u>NAME AND ADDRESS</u>
?	183207950004	14-191	Agrico Chemical Co. c/o B. Mullins - Shop P. O. Box 1110 Mulberry, FI 33860
?	183208050005	14-205	Agrico chemical Co. c/o B. Mullins - SC Hse P. O. Box 1110 Mulberry, FI 33860
?	183207900000	14-179-15-5-1	Agrico Chemical Co. P. O. Box 1110 Mulberry; FI 33860
Farm & Home	183208650012	14-179-20	Guy A. Lamb 723 NE 7th Street Ft. Meade, FI 33841
Farm & Home	183208600014	14-179-20	Guy A. Lamb 723 NE 7th St. Ft. Meade, FI 33841
Genl. Serv.	183207875008	16-61-17R-66	Agrico Chemical Co. PC Float Crew Shack P. O. Box 1110 Mulberry, FI 33860



February 4, 1987

Hubert L. Walker
Route 2, Box 29A
Bowling Green, FL 33834

Dear Mr. Walker:

The Tampa Electric Company and the Peace River Electric Cooperative have reached a territorial agreement to provide electric service to Southwest Polk County. Each company will provide electric service to Customers in its designed territory. The purpose of this agreement is to eliminate the duplication of electric facilities.

At the present time, you are receiving electric service from the Peace River Electric Cooperative. The Tampa Electric Company wishes to purchase from the Cooperative your electric service since your service location is now in an area designated to be served by the Tampa Electric Company.

The undersigned hereby states that on *Sept 10th*, 1987, representatives from both companies explained to me the rate schedules, compared electric energy costs, service charges, and company service policies, and I agree or disagree to my service location being purchased by Tampa Electric Company.

I agree.

I disagree.

Witness:

Hubert L. Walker

[Signature]
Peace River Electric
Cooperative

[Signature]
Tampa Electric
Company

EXHIBIT 4

**COMPARISON OF RATES OF TAMPA ELECTRIC COMPANY
AND
PEACE RIVER ELECTRIC COOPERATIVE, INC.**

TAMPA ELECTRIC COMPANY

RATE SCHEDULE RS

TAMPA ELECTRIC COMPANY VS PEACE RIVER CO-OP

EFFECTIVE 01/31/87

(1) TYPICAL KW	(2) KWH	BILL FOR TAMPA ELECTRIC			BILL FOR PEACE RIVER CO-OP			DIFFERENCE		COST IN cents/KWH	
		(3) BASE RATE	(4) RECOVERY CHARGES	(5) TOTAL	(6) BASE RATE	(7) RECOVERY CHARGES	(8) TOTAL	(9) DOLLARS (8)-(5)	(10) PERCENT (9)/(5)	(11) TECO (5)/(2)	(12) PRC (8)/(2)
	0	7.00	0.00	7.00	9.50	0.00	9.50	2.50	35.7	0.000	0.000
	100	11.44	2.77	14.21	13.70	(0.86)	17.84	3.63	25.5	14.210	17.840
	250	18.10	6.94	25.04	32.50	(2.16)	30.34	5.30	21.2	10.016	12.136
	500	29.20	13.87	43.07	55.50	(4.32)	51.18	8.11	18.8	8.614	10.236
	750	40.29	20.81	61.10	78.50	(6.48)	72.02	10.92	17.9	8.147	9.603
	1,000	51.39	27.74	79.13	101.50	(8.64)	92.86	13.73	17.4	7.913	9.286
	1,250	62.49	34.68	97.17	124.50	(10.80)	113.70	16.53	17.0	7.774	9.096
	1,500	73.59	41.61	115.20	147.50	(12.96)	134.54	19.34	16.8	7.680	8.969
	2,000	95.78	55.48	151.26	193.50	(17.28)	176.22	24.96	16.5	7.563	8.811
	3,000	140.17	83.22	223.39	285.50	(25.92)	259.58	36.19	16.2	7.446	8.653
	5,000	228.95	138.70	367.65	469.50	(43.20)	426.30	58.65	16.0	7.353	8.526

PEACE RIVER
CO-OP

	TECO	PEACE RIVER CO-OP
CUSTOMER FACILITIES CHARGE	7.00	9.50
ENERGY CHARGE	cents/KWH 4.439	9.200
FUEL CHARGE	cents/KWH 2.412	(0.864)
CONSERVATION CHARGE	cents/KWH 0.149	0.000
OIL BACKOUT CHARGE	cents/KWH 0.213	0.000

NOTES: A. Fuel, Conservation and Oil Backout charges (Recovery Charges) are those approved for the October, 1986 - March, 1987 period.

TAMPA ELECTRIC COMPANY

RATE SCHEDULE GS

TAMPA ELECTRIC COMPANY VS PEACE RIVER CO-OP

EFFECTIVE 01/31/87

(1) TYPICAL KW	(2) KWH	BILL FOR TAMPA ELECTRIC			BILL FOR PEACE RIVER CO-OP			DIFFERENCE		COST IN cents/KWH	
		(3) BASE RATE	(4) RECOVERY CHARGES	(5) TOTAL	(6) BASE RATE	(7) RECOVERY CHARGES	(8) TOTAL	(9) DOLLARS (8)-(5)	(10) PERCENT (9)/(5)	(11) TECO (5)/(2)	(12) PRC (8)/(2)
	0	7.00	0.00	7.00	9.50	0.00	9.50	2.50	35.7	0.000	0.000
	100	11.44	2.77	14.21	19.00	(0.86)	18.14	3.93	27.7	14.210	18.140
	250	18.10	6.94	25.04	33.25	(2.16)	31.09	6.05	24.2	10.016	12.436
	500	29.20	13.87	43.07	57.00	(4.32)	52.68	9.61	22.3	8.614	10.536
	750	40.29	20.81	61.10	80.75	(6.48)	74.27	13.17	21.6	8.147	9.903
	1,000	51.39	27.74	79.13	104.50	(8.64)	95.86	16.73	21.1	7.913	9.586
	1,250	62.49	34.68	97.17	128.25	(10.80)	117.45	20.28	20.9	7.774	9.396
	1,500	73.59	41.61	115.20	152.00	(12.96)	139.04	23.84	20.7	7.680	9.269
	2,000	95.78	55.48	151.26	199.50	(17.28)	182.22	30.96	20.5	7.563	9.111
	3,000	140.17	83.22	223.39	294.50	(25.92)	268.58	45.19	20.2	7.446	8.953
	5,000	228.95	138.70	367.65	484.50	(43.20)	441.30	73.65	20.0	7.353	8.826
	10,000	450.90	277.40	728.30	959.50	(86.40)	873.10	144.80	19.9	7.283	8.731
	15,000	672.85	416.10	1,088.95	1,434.50	(129.60)	1,304.90	215.95	19.8	7.260	8.699

		TECO	PEACE RIVER CO-OP
CUSTOMER FACILITIES CHARGE		7.00	9.50
ENERGY CHARGE	cents/KWH	4.439	9.500
FUEL CHARGE	cents/KWH	2.412	(0.864)
CONSERVATION CHARGE	cents/KWH	0.149	0.000
OIL BACKOUT CHARGE	cents/KWH	0.213	0.000

NOTES: A. Fuel, Conservation and Oil Backout charges (Recovery Charges) are those approved for the October, 1986 - March, 1987 period.

TAMPA ELECTRIC COMPANY

RATE SCHEDULE FOR
15 HP IRRIGATION CUSTOMER

TAMPA ELECTRIC COMPANY VS PEACE RIVER CO-OP

EFFECTIVE 01/31/87

(1) TYPICAL KW	(2) KWH	BILL FOR TAMPA ELECTRIC			BILL FOR PEACE RIVER CO-OP			DIFFERENCE		COST IN cents/KWH	
		(3) BASE RATE	(4) RECOVERY CHARGES	(5) TOTAL	(6) BASE RATE	(7) RECOVERY CHARGES	(8) TOTAL	(9) DOLLARS (8)-(5)	(10) PERCENT (9)/(5)	(11) TECO (5)/(2)	(12) PRC (8)/(2)
	0	7.00	0.00	7.00	24.00	0.00	24.00	17.00	242.9	0.000	0.000
	100	11.44	2.77	14.21	32.50	(0.86)	31.64	17.43	122.7	14.210	31.640
	250	18.10	6.94	25.04	45.25	(2.16)	43.09	18.05	72.1	10.016	17.236
	500	29.20	13.87	43.07	66.50	(4.32)	62.18	19.11	44.4	8.614	12.436
	750	40.29	20.81	61.10	87.75	(6.48)	81.27	20.17	33.0	8.147	10.836
	1,000	51.39	27.74	79.13	109.00	(8.64)	100.36	21.23	26.8	7.913	10.036
	1,250	62.49	34.68	97.17	130.25	(10.80)	119.45	22.28	22.9	7.774	9.556
	1,500	73.59	41.61	115.20	151.50	(12.96)	138.54	23.34	20.3	7.680	9.236
	2,000	95.78	55.48	151.26	194.00	(17.28)	176.72	25.46	16.8	7.563	8.836
	3,000	140.17	83.22	223.39	279.00	(25.92)	253.08	29.69	13.3	7.446	8.436
	5,000	228.95	138.70	367.65	449.00	(43.20)	405.80	38.15	10.4	7.353	8.116
	10,000	450.90	277.40	728.30	874.00	(86.40)	787.60	59.30	8.1	7.283	7.876

PEACE RIVER
TECO
GS CO-OP
IRRIGATION (15 HP)

CUSTOMER FACILITIES CHARGE		7.00	24.00	(1.60 per HP)
ENERGY CHARGE	cents/KWH	4.439	8.500	
FUEL CHARGE	cents/KWH	2.412	(0.864)	
CONSERVATION CHARGE	cents/KWH	0.149	0.000	
OIL BACKOUT CHARGE	cents/KWH	0.213	0.000	

NOTES: A. Fuel, Conservation and Oil Backout charges (Recovery Charges) are those approved for the October, 1986 - March, 1987 period.

EXHIBIT A

**TERRITORIAL BOUNDARY BETWEEN TAMPA ELECTRIC COMPANY
And
PEACE RIVER ELECTRIC COOPERATIVE, INC.
As Indicated on the Attached Maps of Hillsborough And Polk County**

HILLSBOROUGH COUNTY

Starting with the intersection of the Manatee-Hillsborough County lines with Tampa Bay, proceeding east to a section line between Sections 33 and 34, Range 19 East, Township 32 South; thence north to the Little Manatee River; thence follow the Little Manatee River to its intersection with said Manatee-Hillsborough County Line; thence east to the section line between Sections 34 and 35, Range 21 East, Township 32 South, thence north along said section line to the intersection of the section line between Section 3 and Section 2, Range 21 East, Township 32 South; thence east along the township line between Township 31 South and Township 32 South to the line between Hillsborough and Polk County.

POLK COUNTY

Beginning at the northwest corner of Section 6, Township 32 South, Range 23 East, run east 2.25 miles, thence south 1.5 miles to the center line of Section 9, Township 32 South, Range 23 East, thence west 2.25 miles to the Hillsborough-Polk County line, thence south along the Hillsborough-Polk County line to Four Corners, thence east 9.5 miles along the Polk-Hardee County line, to the southwest corner of the southeast 1/4 of Section 34, Township 32 South, Range 24 East, thence north along the north-south center lines of Sections 34, 27, 22, 15, 10 and 3 of Township 32 South and Range 24 East, continue north along the north-south center lines of Sections 34, 27, 22, 15, 10, and 3 of Township 31 South, Range 24 east, continue north along the north-south center lines of Sections 34, 27, 22, 15 and 10 of Township 30 South, Range 24 East, to the Point of Termination at the mid point of the north boundary line of Section 10, Township 30 South, range 24 East.



N

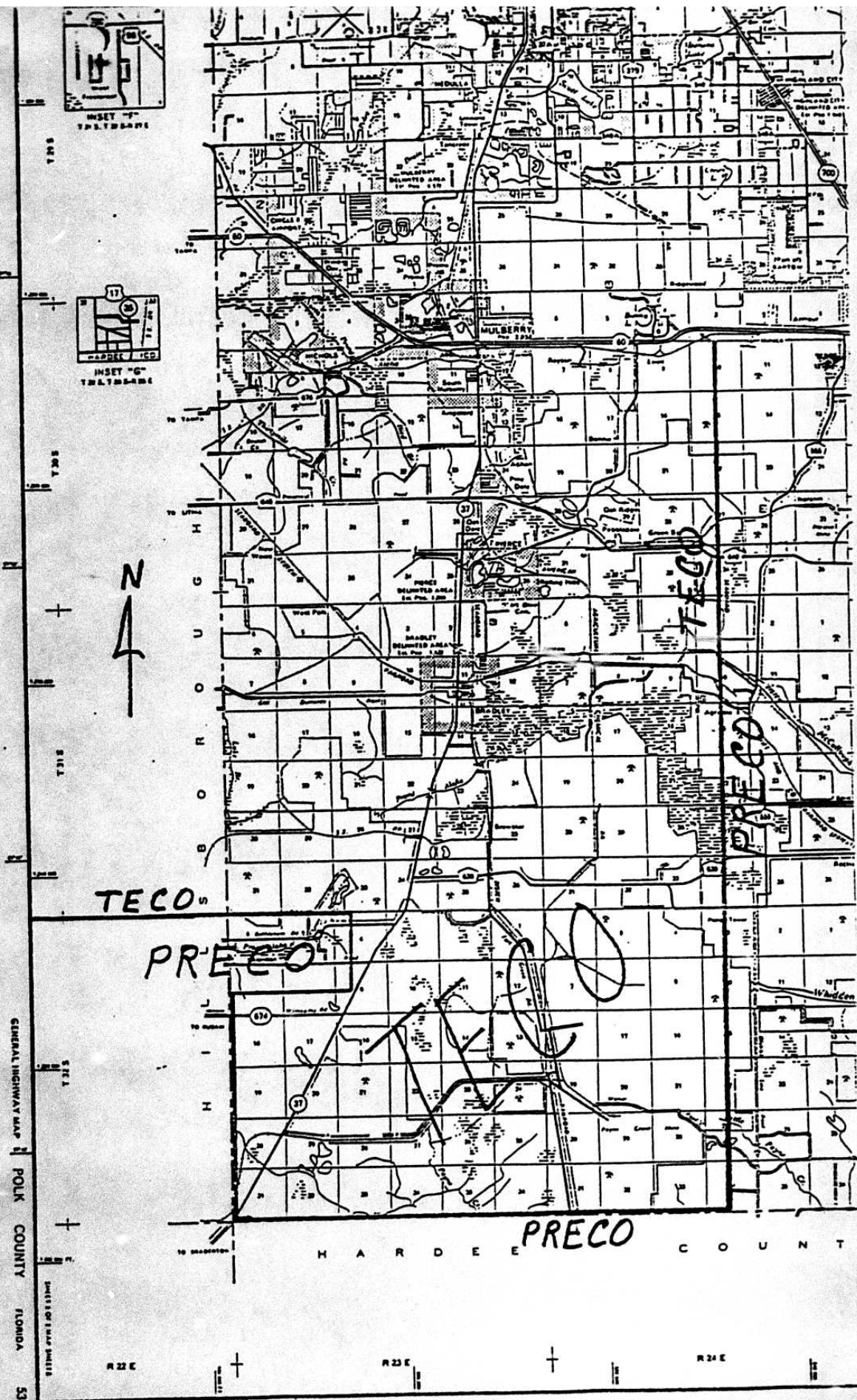
MINNAPOLIS COUNTY



INSET "A"
T.M. 1250000



INSET "C"
T.M. 1250000



N

TECO

PRECO

PRECO

HARDEE COUNTY

GENERAL HIGHWAY MAP POLK COUNTY FLORIDA 53

R 22 C

R 23 E

R 24 E

DATE:

8/9/91

TO:

Legal

The attached is sent to you for:

- Your Information
- Further Handling
- Necessary action
- Advice on Handling
- Response

Remarks:

8072-91

Division of Records & Reporting

TB

PSC/R&R 9 (3/87)