

State of Florida



Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

DATE: March 21, 2024

TO: Office of Commission Clerk (Teitzman)

FROM: Division of Economics (Kaymak, Barrett)
Office of the General Counsel (Dose) *JSC*

RE: Docket No. 20230140-EU – Joint petition for approval of modification to territorial agreement in Sumter County, by Sumter Electric Cooperative, Inc. and the City of Bushnell.

AGENDA: 04/02/24 – Regular Agenda – Proposed Agency Action – Interested Persons May Participate

COMMISSIONERS ASSIGNED: All Commissioners

PREHEARING OFFICER: Graham

CRITICAL DATES: None

SPECIAL INSTRUCTIONS: None

Case Background

On December 27, 2023, Sumter Electric Cooperative, Inc. (SECO) and the City of Bushnell (City or Bushnell), collectively the joint petitioners, filed a petition seeking Commission approval of a Modification to their Territorial Agreement in Sumter County, Florida. SECO and Bushnell are parties to a currently effective territorial agreement delineating their respective service territories in Sumter County and the proposed changes at issue are detailed in the Second Amendment to Territorial Agreement (second amendment), which was inadvertently omitted in the original filing, but was provided on December 28, 2023 as an errata filing.¹ The second amendment, with signature pages, maps and legal descriptions is attached hereto as Attachment A. The second amendment seeks Commission approval to transfer two parcels (N14-013, N14-

¹Document No. 06769-2023, Errata filing for Joint petition for approval of modification to territorial agreement in Sumter County, by Sumter Electric Cooperative, Inc. and the City of Bushnell.

015) from Bushnell to SECO by mutual agreement, asserting that SECO can timely and economically serve the new construction projects on each parcel. As discussed in more detail in the staff analysis, SECO has been serving the two new residential customers on the subject parcels pursuant to a temporary service agreement signed between the two utilities.

SECO and Bushnell are parties to a currently effective territorial agreement the Commission approved in 2020 that sets forth their respective service territories in Sumter County, Florida (original Territorial Agreement).² Prior to the instant filing, the Commission approved the First Amendment to Territorial Agreement in 2022.³

During the review process, staff issued two data requests to the joint petitioners, the first on January 16, 2024, and the second on February 13, 2024. Responses to these data requests were received on January 26, 2024 and February 16, 2024.⁴ Staff also had an informal telephonic meeting with joint petitioners on February 13, 2024.

The Commission has jurisdiction over this matter pursuant to Section 366.04, Florida Statutes (F.S.).

²Order No. PSC-2020-0258-PAA-EU, issued April 17, 2020, and consummated by Order No. PSC-2020-0281-CO-EU, issued August 19, 2020. Both orders were issued in Docket No. 20200138-EU, *In re: Joint petition for approval of territorial agreement in Sumter County, by Sumter Electric Cooperative, Inc. and City of Bushnell.*

³Order No. PSC-2022-0065-PAA-EU, issued February 18, 2022, and consummated by Order No. PSC-2022-0112-CO-EU, issued March 14, 2022. Both orders were issued in Docket No. 20210170-EU, *In re: joint petition for approval of amendment to territorial agreement in Sumter County, by Sumter Electric Cooperative, Inc. and City of Bushnell.*

⁴Document No. 00367-2024, joint petitioners' response to staff's first data request, with attachments, and Document No. 00741-2024, joint petitioners' response to staff's second data request, with attachments.

Discussion of Issues

Issue 1: Should the Commission approve the proposed second amendment for proposed modification to territorial agreement in Sumter County by SECO and Bushnell, which transfers two parcels from Bushnell to SECO?

Recommendation: Yes, the Commission should approve the joint petition for proposed modification to territorial agreement in Sumter County by SECO and Bushnell, which transfers two parcels from Bushnell to SECO. The proposed second amendment would facilitate the provision of economical and reliable electric service by SECO to the two residential customers in the transferred parcels thereby avoiding potential uneconomic duplication of facilities. Should the utilities find themselves in similar circumstances in the future, staff recommends the parties should be required to promptly notify Commission staff and state how the boundary is expected to change. The notification should also include the date service was first connected and when a petition to modify the territorial boundary will be filed. The petition, when filed, should contain sufficient detail for staff and the Commission to fully understand the timing and circumstances of the territorial modification. (Kaymak, Barrett, Dose)

Staff Analysis: Pursuant to Section 366.04(2)(d), F.S., and Rule 25-6.0440(2), Florida Administrative Code (F.A.C.), the Commission has jurisdiction to approve territorial agreements between and among rural electric cooperatives, municipal electric utilities, and other electric utilities. Unless the Commission determines that the agreement will cause a detriment to the public interest, the agreement should be approved.⁵

Proposed Territorial Agreement Changes

Bushnell and SECO began territorial agreement discussions after service applications were received for new single-family residential construction projects, one on each parcel (Parcels N14-013 and N14-015) in Sumter County. Upon review and careful consideration, the joint petitioners maintain that, although the two parcels are in Bushnell's current service territory, SECO could serve both parcels in a more economical and timely manner.

The joint participants indicate that, due to the two customers' pressing need to have their new homes connected to electric service, SECO established electric service to them on or around July 12, 2023 (Parcel N14-013) and November 22, 2023 (Parcel N14-015). The joint participants did so under the terms of a temporary service agreement until the time that the Commission could decide whether to approve the second amendment.

The joint petitioners note that Paragraph 5 of the second amendment (Meeting Customers Needs) references the temporary service agreement that was signed by each utility in order to facilitate providing immediate electric service for construction needs on these parcels during the pendency of this matter at the Commission.⁶ The temporary service agreement was signed on June 23, 2023, and the joint petitioners assert that the customers requesting service on each parcel were

⁵*Utilities Commission of the City of New Smyrna Beach v. Florida Public Service Commission*, 469 So. 2d 731 (Fla. 1985).

⁶Document No. 00741-2024, joint petitioners' response to staff's second data request, with attachments, Nos. 8.a and 8.b.

notified by telephone that permanent service by SECO would be contingent upon SECO and the City executing an agreement that would require Commission approval.⁷ The joint petitioners state that negotiations for the second amendment took longer than expected, and when concluded acknowledged that further delays were encountered because approvals were needed from City and SECO officials before the joint petitioners made their instant filing.⁸

With the Commission approval of the second amendment, the joint petitioners contend the original Territorial Agreement otherwise remains in full effect with no other changes. If approved, the second amendment as written would remain in effect until and unless either Party provides written notice of termination.

Parcel N14-013

Parcel N14-013 covers 5.64 acres, and electric service for this parcel is for a new single-family residence. The joint petitioners assert that the nearest existing Bushnell facilities to this parcel are approximately 1,100 feet due west, and notes that those facilities are at capacity for maintaining optimum reliability for existing customers that are served by that feeder.⁹

The joint petitioners stated that in order to serve Parcel N14-013 and/or the other parcel (Parcel N14-015) identified in the petition, Bushnell would have to re-conductor approximately 3,400 feet of primary service facilities. The cost to enhance the primary service facilities as described is estimated by Bushnell to be no less than \$50,000, whether one or both customers are served.¹⁰

The nearest SECO service facilities are adjacent to Parcel N14-013. Because SECO already has existing single phase underground primary facilities located along the east property line, a minimal amount of construction activity was necessary for it to serve the parcel. An underground pad-mounted transformer had to be installed, plus approximately 155' of secondary service wire had to be placed in order to serve the new single-family home on Parcel N14-013. The estimated cost of these facilities was \$939.¹¹

Parcel N14-015

Parcel N14-015 covers 2.32 acres, and electric service for this parcel is for a newly-constructed single family residence with an outbuilding (a pole barn). The joint petitioners assert that the nearest existing Bushnell facilities are approximately 1,030 feet due west of Parcel N14-015, and note that the same capacity concerns and construction requirements referenced for Parcel N14-013 are applicable for this parcel as well.

In SECO's service territory, a single phase overhead primary facility is located just south of the existing property line for Parcel N14-015. As such, the only construction necessary for SECO to

⁷Document No. 00741-2024, joint petitioners' response to staff's second data request, with attachments, No. 2.a. and 2.b.

⁸Document No. 00741-2024, joint petitioners' response to staff's second data request, with attachments, No. 9.a.

⁹Document No. 00367-2024, joint petitioners' response to staff's first data request, with attachments, No. 1.

¹⁰*Id.*

¹¹*Id.*

provide service to this parcel was the placement of approximately 150' of secondary underground service wire. The estimated cost of this construction activity was \$877.¹²

Analysis

Rule 25-6.0440(2), F.A.C., addresses the standards the Commission should consider for approving territorial agreements for electric utilities. The Rule states:

- (2) Standards for Approval. In approving territorial agreements, the Commission may consider:
 - (a) The reasonableness of the purchase price of any facilities being transferred;
 - (b) The reasonable likelihood that the agreement, in and of itself, will not cause a decrease in the reliability of electrical service to the existing or future ratepayers of any utility party to the agreement;
 - (c) The reasonable likelihood that the agreement will eliminate existing or potential uneconomic duplication of facilities; and
 - (d) Any other factor the Commission finds relevant in reaching a determination that the territorial agreement is in the public interest.

In its review, staff considered each component of 25-6.0440(2), F.A.C. Regarding paragraph (2)(a), staff notes that Bushnell agreed to transfer the two parcels to SECO without compensation, which staff believes is reasonable because no facilities are being transferred.¹³ Regarding paragraph (2)(b), the joint petitioners' have confirmed that the availability and reliability of service to existing or future customers will not be decreased for either petitioner. The joint petitioners verified that existing electric facilities are adjacent to these parcels, but there are no electric facilities inside either parcel. SECO has electric facilities with available capacity in close proximity to Parcel N14-013 and also to Parcel N14-015, and can more economically serve the two new single-family houses than Bushnell. Staff believes Paragraph (2)(c) has been appropriately considered because, under the proposed second amendment, existing or potential uneconomic duplication of facilities would not occur, because SECO facilities are very near the parcels, which means SECO is better positioned to serve the lots economically and efficiently. Staff believes paragraph (2)(d) gives the Commission the flexibility to address any other relevant concerns that are case-specific. The joint petitioners assert that there are none.¹⁴

The joint petitioners assert that SECO is better positioned than Bushnell to provide cost-effective and reliable electric service to the two new residential customers (one in each parcel).¹⁵ SECO has existing facilities that have adequate capacity and are closer to both parcels than Bushnell's facilities. Staff agrees that SECO is better positioned than Bushnell to serve both parcels from an economic point of view, as well as from a reliability standpoint.

¹²*Id.*

¹³Document No. 00367-2024, joint petitioners' response to staff's first data request, with attachments, No. 3.

¹⁴Document No. 00367-2024, joint petitioners' response to staff's first data request, with attachments, No. 8.

¹⁵Document No. 00367-2024, joint petitioners' response to staff's first data request, with attachments, Nos. 5, 6, 7, and 8, and Document No. 00741-2024, joint petitioners' response to staff's second data request, with attachments, Nos. 1, 8.b., and 9.b.

The joint petitioners state that the approval and implementation of the second amendment will not impact either entities' ability to provide reliable electric service to current or future customers, consistent with the standards set forth in Section 366.04, F.S., and Rule 25-6.0440(2), F.A.C.¹⁶ The joint petitioners assert that approval of the second amendment would be in the public interest for several reasons. First, approval will eliminate the uneconomic duplication of services. Second, approval will provide electric service to the two transferred parcels in an efficient and cost-effective manner, and third, approval will not necessitate the transfer of any customer accounts or facilities between the joint petitioners. Staff agrees that the proposed second amendment is in the public interest and SECO is better positioned than Bushnell to serve both parcels.

Provision of Service

The joint petitioners completed the transfer of the two parcels prior to filing the second amendment to their territorial agreement, which is at issue in this docket. Paragraph 5 of the second amendment (Meeting Customers Needs) references the temporary service agreement that was signed between SECO and the City. The full text of Paragraph 5 states:

Meeting Customer Needs. To timely meet the needs of the new customers, the Parties have entered into this Second Amendment to modify the Territorial Boundary Lines (see the detail reflected on Composite Exhibit A, Pages 15-17, which indicates the two parcels being transferred to SECO from Bushnell) so that the new customers will be within the SECO Territorial Area. Further, to meet the immediate and temporary construction needs of the new customers, the Parties have also entered into a temporary service agreement that would allow SECO to serve the new customers until such time as the Commission can approve the Second Amendment. (emphasis in original)

Section 366.04(2)(d), F.S., provides that in the exercise of its jurisdiction, the Commission has power over electric utilities to approve territorial agreements between and among rural electric cooperatives, municipal electric utilities, and other electric utilities under its jurisdiction. The Commission has the exclusive and superior statutory jurisdiction to determine electric utility service areas.¹⁷ Without the Commission's active supervision over territorial agreements, such agreements between utilities run afoul of anticompetitive and antitrust law and "can have no validity without the approval of this Commission."¹⁸ As stated by the Florida Supreme Court in *City of Homestead v. Beard*, 600 So. 2d 450, 452 (Fla. 1992):

In *City Gas Co. v. Peoples Gas System Inc.*, 182 So. 2d 429, 433 (Fla.1965), this Court held that territorial agreements between public utilities were not violative of antitrust law based on the premise that "the public welfare does not need Ch. 542 for protection against this kind of agreement....because the public interest is adequately protected by an alternative arrangement under F.S. Ch. 366, F.S.A."

¹⁶Document No. 00367-2024, Joint [petitioners] response to staff's first data request, with attachments, No. 7.

¹⁷*Board of County Commissioners Indian River County v. Graham*, 191 So. 3d 890, 892 (Fla. 2016).

¹⁸Order No. 3051, issued November 9, 1960, in Docket No. 6231-GU, *In re. Territorial Agreement Between Peoples Gas Sys. and City Gas Co.*, at p. 1. See also *Public Service Commission v. Fuller*, 551 So. 2d 1210, 1212 (Fla. 1989); *City Gas Co. v. Peoples Gas System, Inc.*, 182 So. 2d 429, 436 (Fla. 1965).

We further concluded that the “agreement could result in monopolistic control over price, production, or quality of service only by the sufferance of the commission” and that its “statutory powers are more than sufficient to prevent any such outcome if properly employed.” *Id.* at 435. In *Storey*,^[19] which upheld the PSC's approval of the instant agreement, this Court “recognized the importance of the regulatory function as a substitute for unrestrained competition” and commented that “a regulated or measurably controlled monopoly is in the public interest.” 217 So. 2d at 307. Therefore, our decisions exempting territorial agreements from antitrust legislation have been premised on the existence of a statutory system of regulations governing the public utilities that is sufficient to prevent any abuses arising from the monopoly power created by the agreements.

SECO and Bushnell have been put on prior notice by the Commission that any modification or termination of their territorial boundaries, as addressed by the Commission’s orders, must first be made by the Commission.²⁰ Staff recognizes that in certain limited circumstances, system efficiencies may dictate that one utility should provide service to a customer in the other utility’s service territory. Further, the timing of customer construction may require a utility to provide service to the customer on an exigent basis, before Commission approval can be secured. However, to ensure the Commission is fulfilling its role of active supervision over electric territorial matters, it is incumbent upon utilities, when finding themselves in such circumstances, to promptly communicate with the Commission and to file for modification of their territorial boundaries as soon as practicable. To do otherwise raises the concern that utilities are operating outside the purview of the Commission’s jurisdiction.

Staff believes the parties have acknowledged the Commission’s jurisdiction by explicitly stating that the temporary service agreement was ultimately subject to the Commission’s approval. However, should the utilities find themselves in similar circumstances in the future, staff recommends the parties should be required to promptly notify Commission staff and state how the boundary is expected to change. The notification should also include the date service was first connected, and when a petition to modify the territorial boundary will be filed. The petition, when filed, should contain sufficient detail for staff and the Commission to fully understand the timing and circumstances of the territorial modification.

Conclusion

Staff recommends the Commission approve the joint petition for proposed modification to territorial agreement in Sumter County by SECO and Bushnell, which transfers two parcels from Bushnell to SECO. The proposed second amendment would facilitate the provision of economical and reliable electric service by SECO to the two residential customers in the transferred parcels, thereby avoiding potential uneconomic duplication of facilities. Should the utilities find themselves in similar circumstances in the future, staff recommends the parties should be required to promptly notify Commission staff and state how the boundary is expected to change. The notification should also include the date service was first connected, and when a

¹⁹*Storey v. Mayo*, 217 So. 2d 304 (Fla.1968), *cert. denied*, 395 U.S. 909, 89 S.Ct. 1751, 23 L.Ed.2d 222 (1969).

²⁰Order No. PSC-2020-0258-PAA-EU, issued July 24, 2020, in Docket No. 20200138-EU, *In re: Joint petition for approval of territorial agreement in Sumter County, by Sumter Electric Cooperative, Inc. and City of Bushnell.*

petition to modify the territorial boundary will be filed. The petition, when filed, should contain sufficient detail for staff and the Commission to fully understand the timing and circumstances of the territorial modification.

Issue 2: Should this docket be closed?

Recommendation: If no protest is filed by a person whose substantial interests are affected within 21 days of the issuance of the Order, this docket should be closed upon the issuance of a Consummating Order. (Dose)

Staff Analysis: If no protest is filed by a person whose substantial interests are affected within 21 days of the issuance of the Order, this docket should be closed upon the issuance of a Consummating Order.

SECOND AMENDMENT TO TERRITORIAL AGREEMENT

This Second Amendment to Territorial Agreement (this "**Second Amendment**"), dated as of December 4, 2023, is by and between SUMTER ELECTRIC COOPERATIVE, INC., a Florida rural electric cooperative ("**SECO**") and the CITY OF BUSHELL, FLORIDA, a Florida municipality that owns and operates an electric distribution system in Sumter County and organized and existing under the laws of the State of Florida ("**Bushnell**") (collectively, "**Parties**" or individually a "**Party**"), and shall become effective upon the approval of the Florida Public Service Commission ("**Commission**").

WHEREAS, SECO and Bushnell are parties to a Territorial Agreement dated September 24, 2019, (the "**Underlying Agreement**") which was approved by PSC Order No. PSC-2020-0258-PAA-EU, issued July 24, 2020, and effective August 19, 2020, by Consummating Order No. PSC-2020-0281-CO-EU issued August 19, 2020.

WHEREAS, SECO and Bushnell are also parties to a First Amendment to Territorial Agreement, dated as of October 5, 2021, (the "**First Amendment**," and together with the Underlying Agreement, the "**Agreement**") which amended the Underlying Agreement and was approved by PSC Order No. PSC-2022-0065-PAA-EU, issued February 18, 2022, and effective March 14, 2022, by Consummating Order No. PSC-2022-0112-CO-EU issued March 14, 2022.

WHEREAS, the Parties desire, pursuant to Article V, Section 5.1 of the Agreement to further amend the Agreement to modify the Territorial Boundary Lines to economically address the service needs of new customers that will take service on two parcels in Sumter County, with a transfer of those two parcels from the Bushnell Territorial Area to the SECO Territorial Area.

Therefore, SECO and Bushnell agree as follows:

1. **Recitals Incorporated.** The foregoing recitals are true and correct, and are incorporated herein by reference.
2. **Map; Definitions.** The final territorial boundary modifications agreed to by the Parties are set forth in Composite Exhibit A, which is incorporated herein by reference. Any capitalized term not defined in this Second Amendment has the definition ascribed to it in the Agreement.
3. **Reason for Territorial Boundary Lines Changes.** The changes in Composite Exhibit A are due to new construction on two parcels (Sumter County parcels N014-013 and N014-015) and corresponding request for service from new customers, the service for which is economically and timely able to be served by SECO.
4. **Agreement of Parties.** Upon review of the requirements of the new customers, the Parties agree that SECO can reasonably and cost effectively serve the new customers with less new investment and less costly extension of facilities.

5. **Meeting Customer Needs.** To timely meet the needs of the new customers, the Parties have entered into this Second Amendment to modify the Territorial Boundary Lines (see the detail reflected on Composite Exhibit A, Pages 15-17, which indicates the two parcels being transferred to SECO from Bushnell) so that the new customers will be within the SECO Territorial Area. Further, to meet the immediate and temporary construction needs of the new customers, the Parties have also entered into a temporary service agreement that would allow SECO to serve the new customers until such time as the Commission can approve this Second Amendment.

6. **No Uneconomic Duplication of Facilities.** The Parties agree, based on sound economic considerations, the boundary line modifications identified herein will meet the new customers' needs based upon sound economic and engineering considerations and will eliminate the uneconomic duplication of facilities. The proposed boundary line changes will not cause a decrease in the reliability of electrical service to existing or future customers of either Party.

7. **Changes to Territorial Boundary Lines.** Attached hereto as Composite Exhibit A are an updated FDOT General Highway map and a complete set of revised SECO and Bushnell Territorial Maps (the changes to the Territorial Boundary Lines are shown on pages 15-17 of Composite Exhibit A).

8. **Effectiveness; Commission Approval.** Upon approval by the Commission, this Second Amendment to the Agreement shall be amended hereby and otherwise in full effect coterminous with the term of the Agreement, and it shall remain in effect until and unless either Party provides written notice of termination as provided in the Agreement.

[Signature Page Follows]

The Parties are signing this Second Amendment as of the date stated in the introductory paragraph.

ATTEST:

SUMTER ELECTRIC COOPERATIVE, INC.

Morgan Hatfield
Secretary



ATTEST:

By: *Curtis Wynn*
Curtis Wynn
Chief Executive Officer

CITY OF BUSHNELL, FLORIDA

Christina Dixon
City Clerk

By: *Jesse Simmons, Jr.*
Jesse Simmons, Jr.
Mayor

[SEAL]

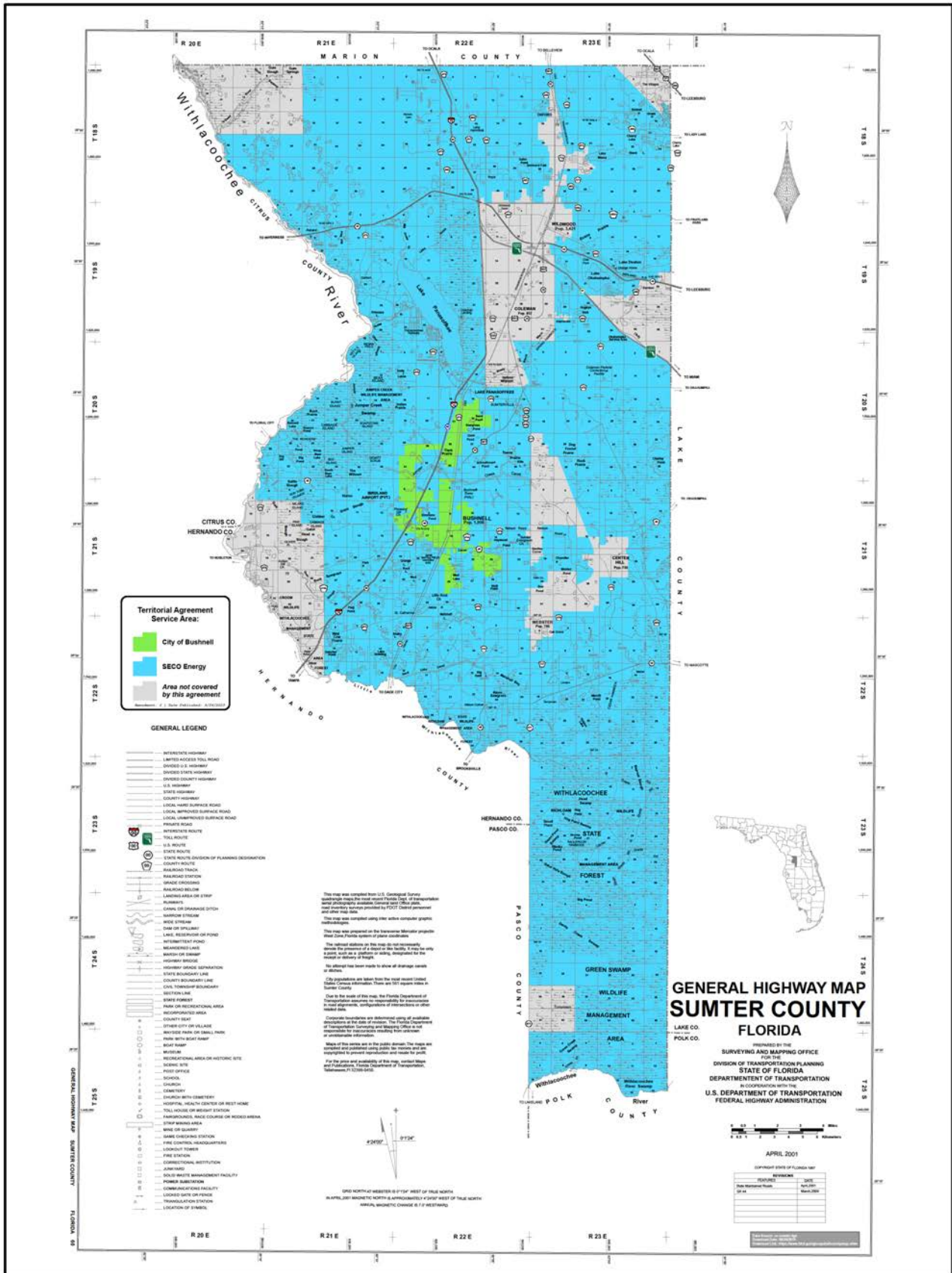
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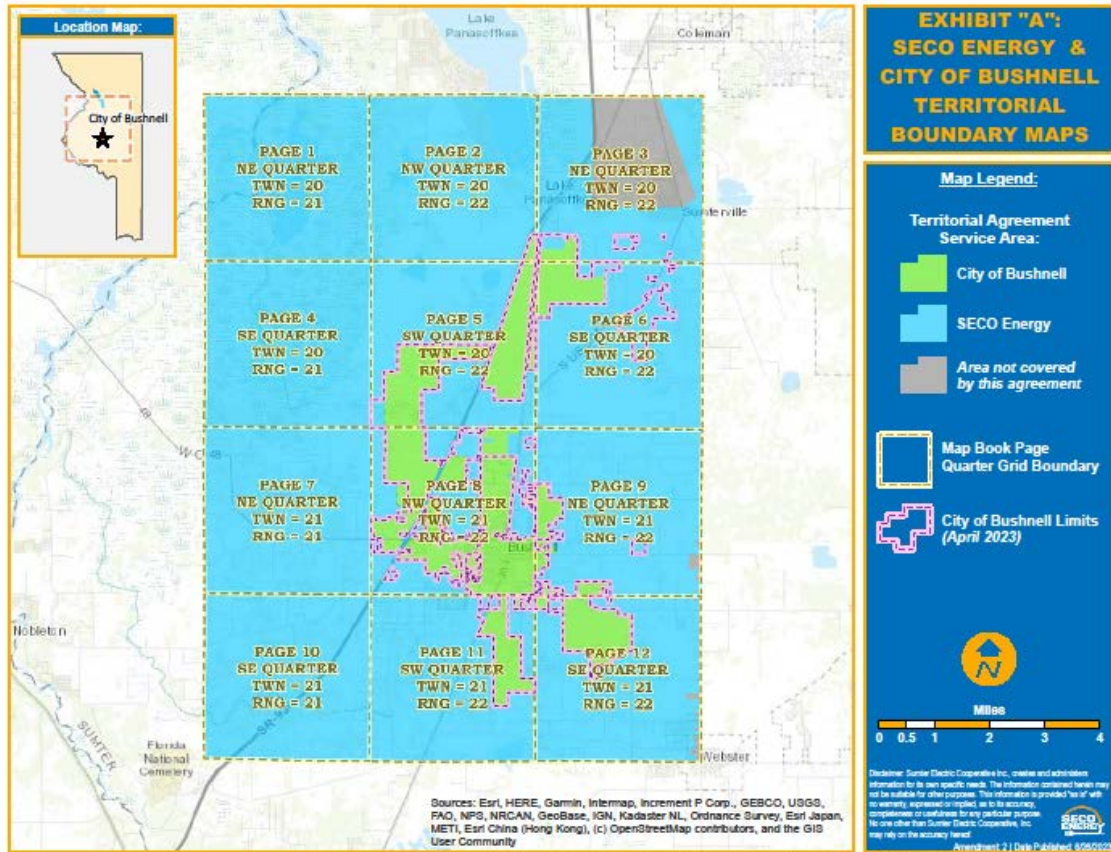
By: *Felix M. Adams*
Felix M. Adams, Legal Counsel to the
City of Bushnell

By: *Tracy M. de Lemos*
Tracy M. de Lemos,
Vice President, Corporate General Counsel
Sumter Electric Cooperative, Inc.

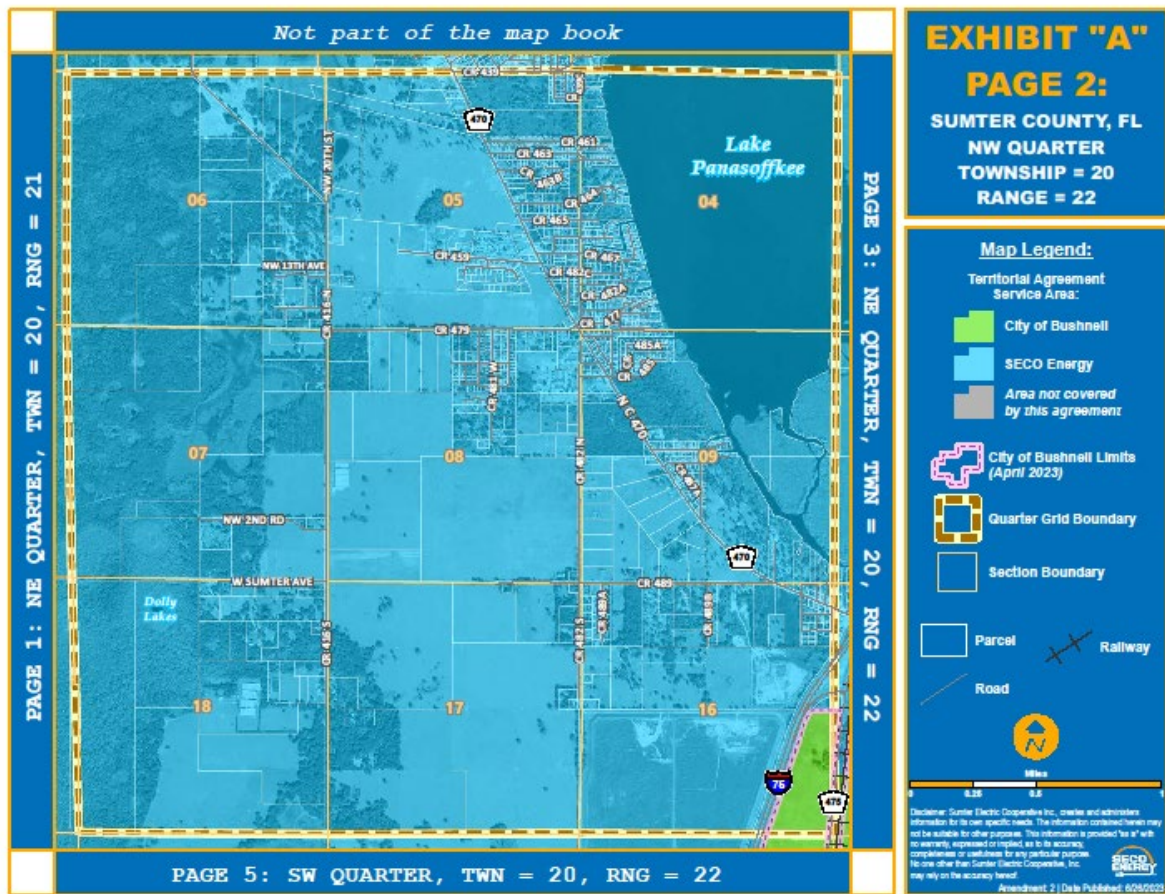
Composite Exhibit A

FDOT GENERAL HIGHWAY MAP, SECO AND BUSHNELL TERRITORIAL MAPS,
AND DETAILED CHANGES TO TERRITORIAL BOUNDARY LINES

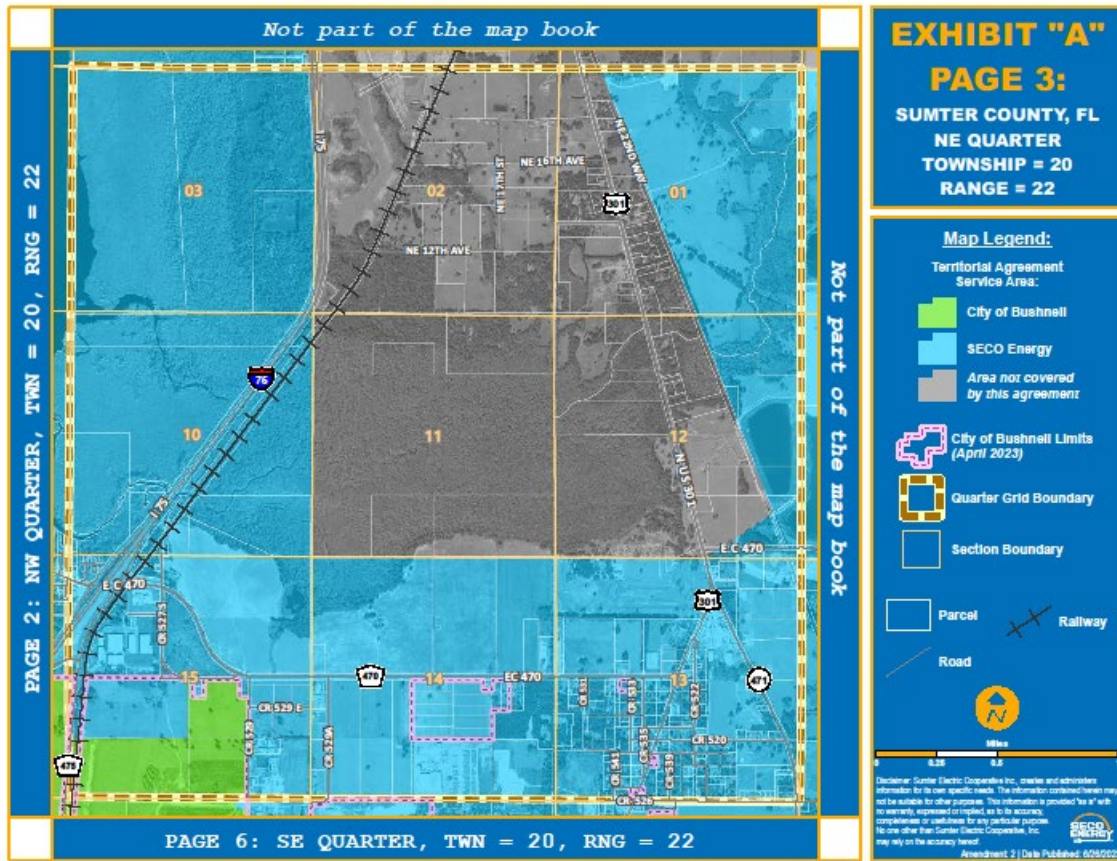




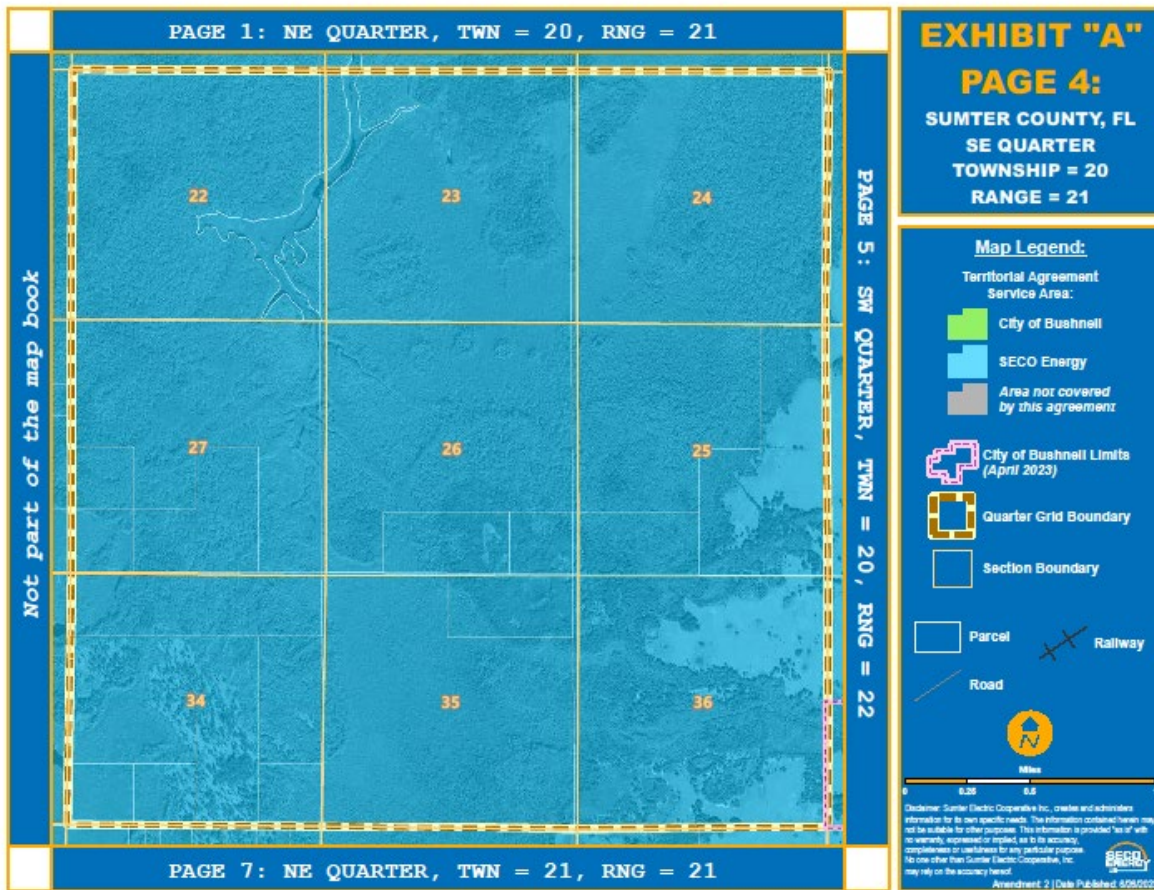
Second Amendment to Territorial Agreement COMPOSITE EXHIBIT A - Page 2



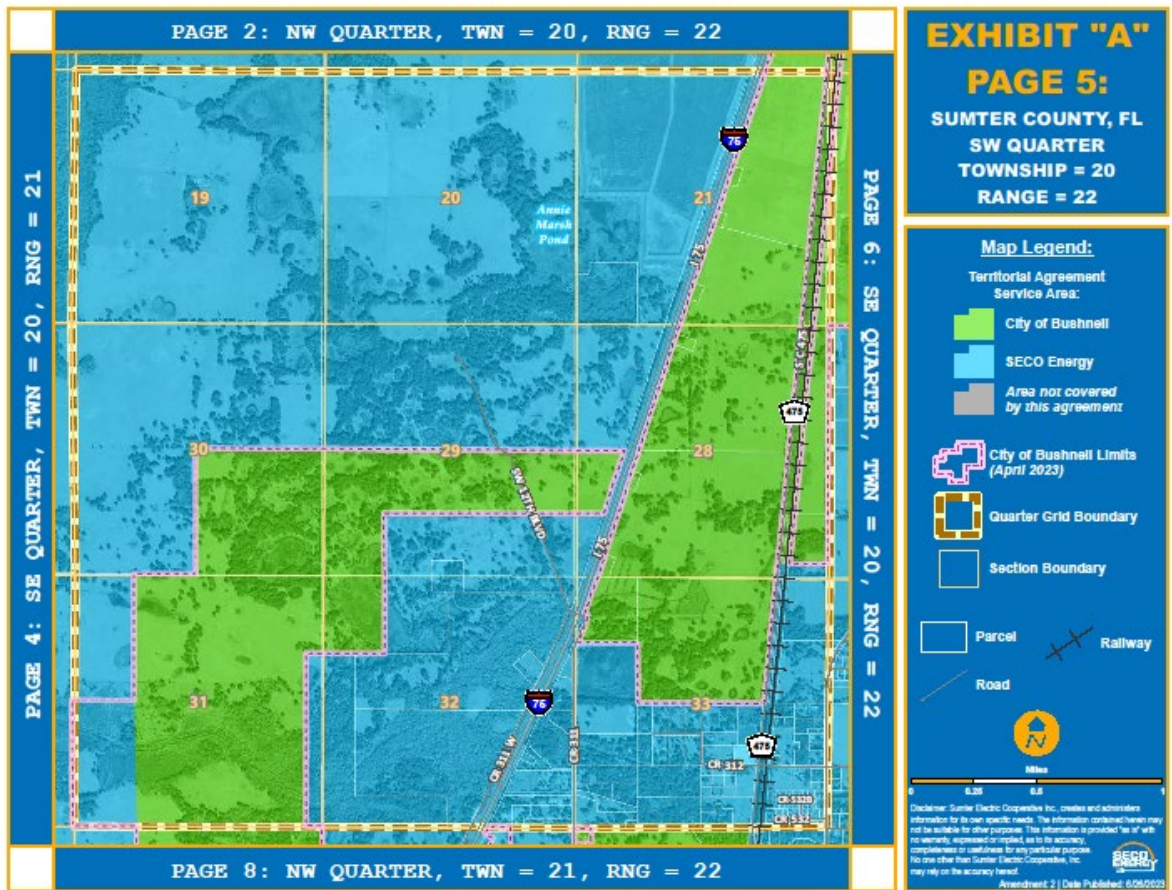
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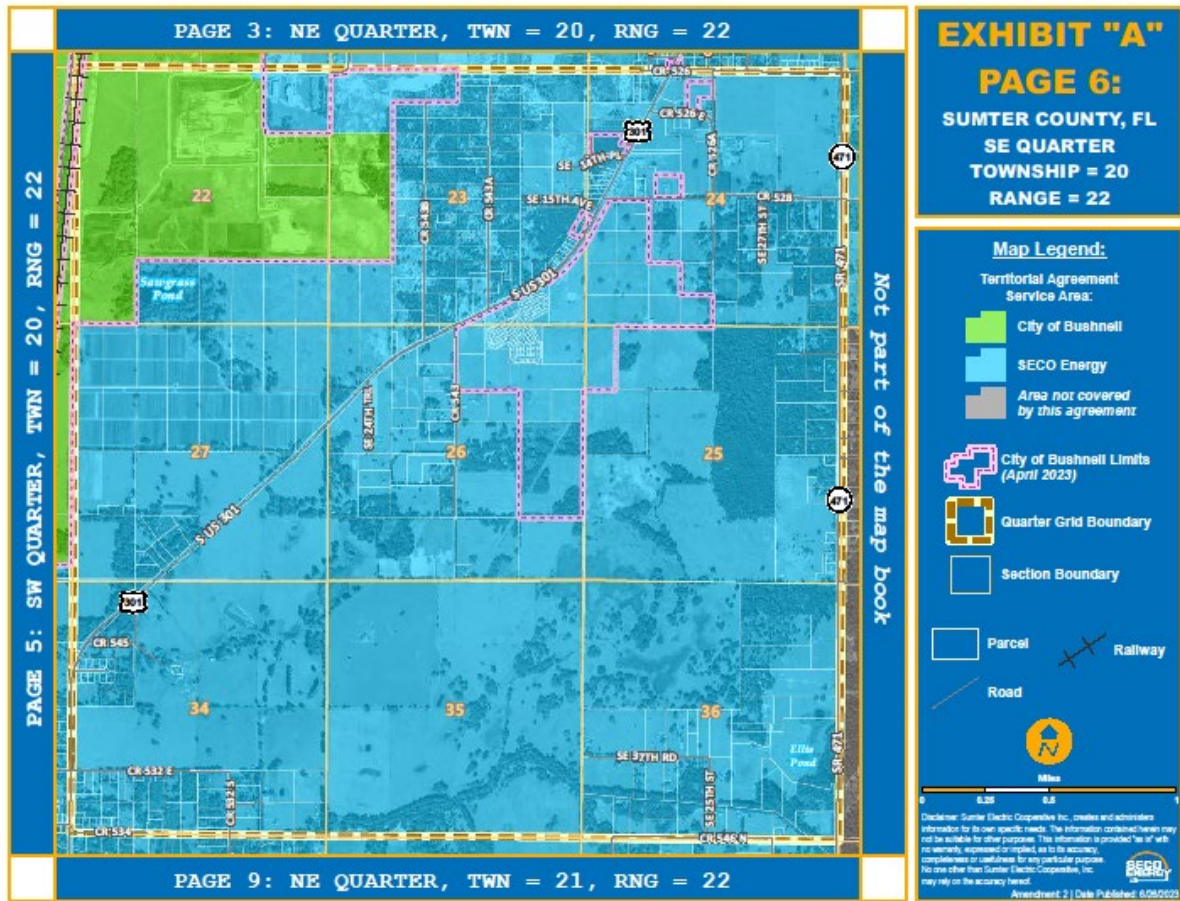
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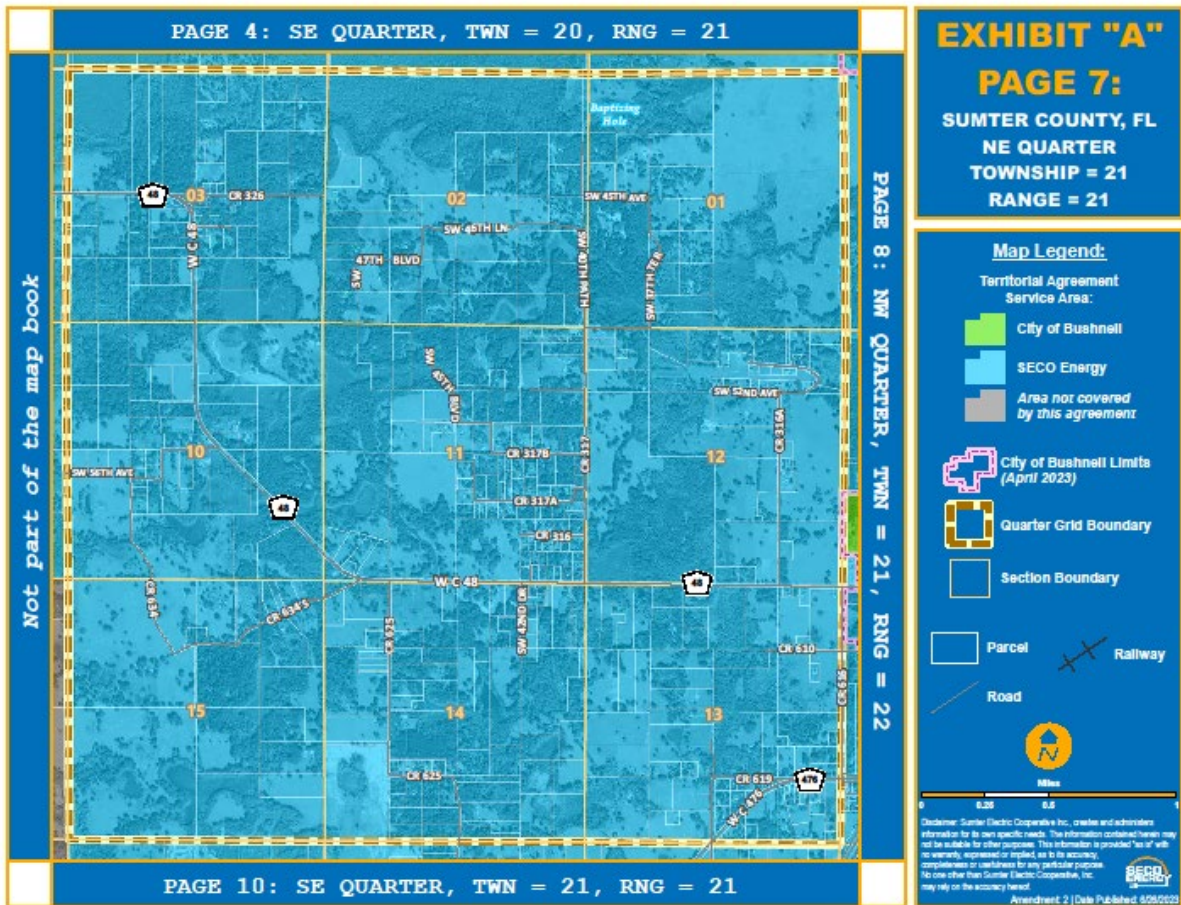
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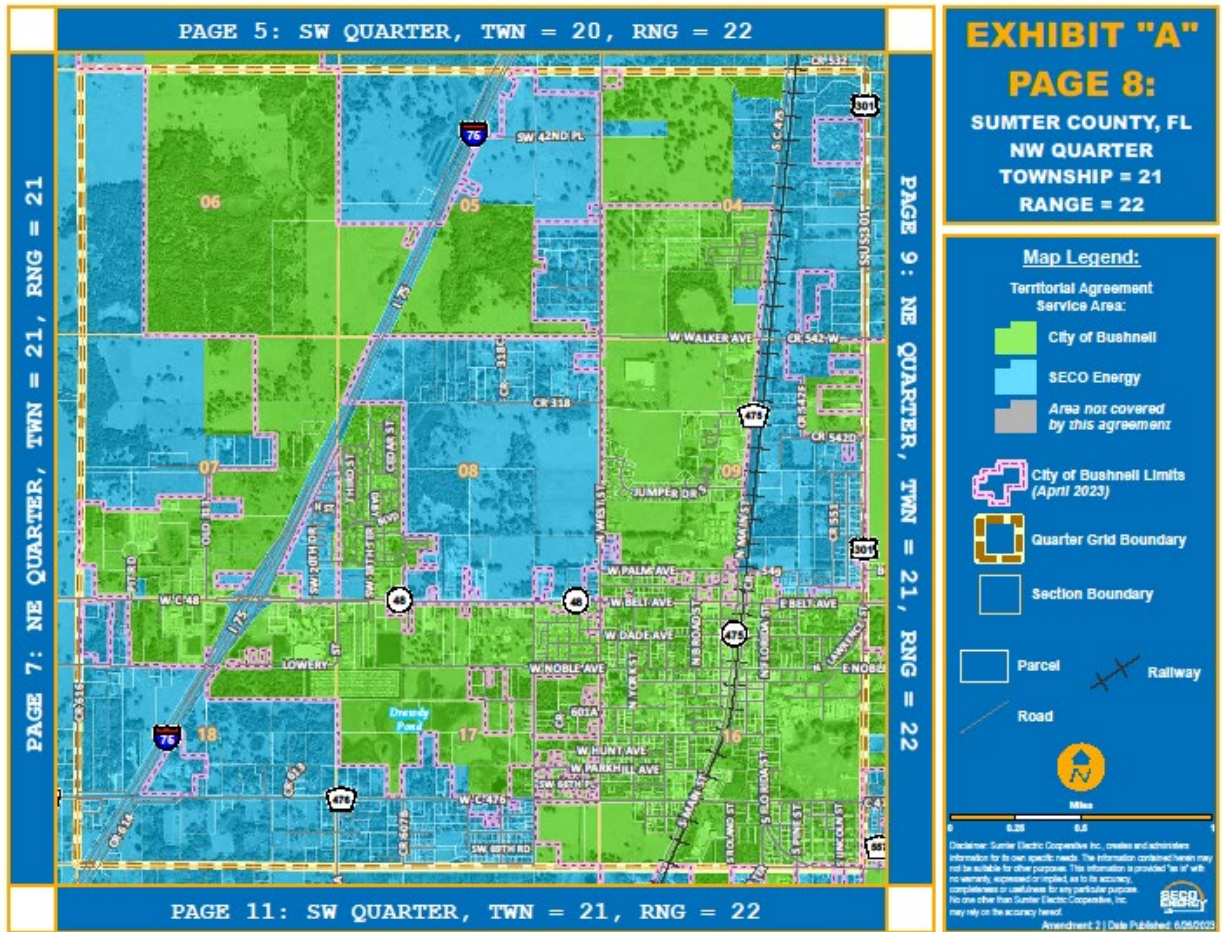
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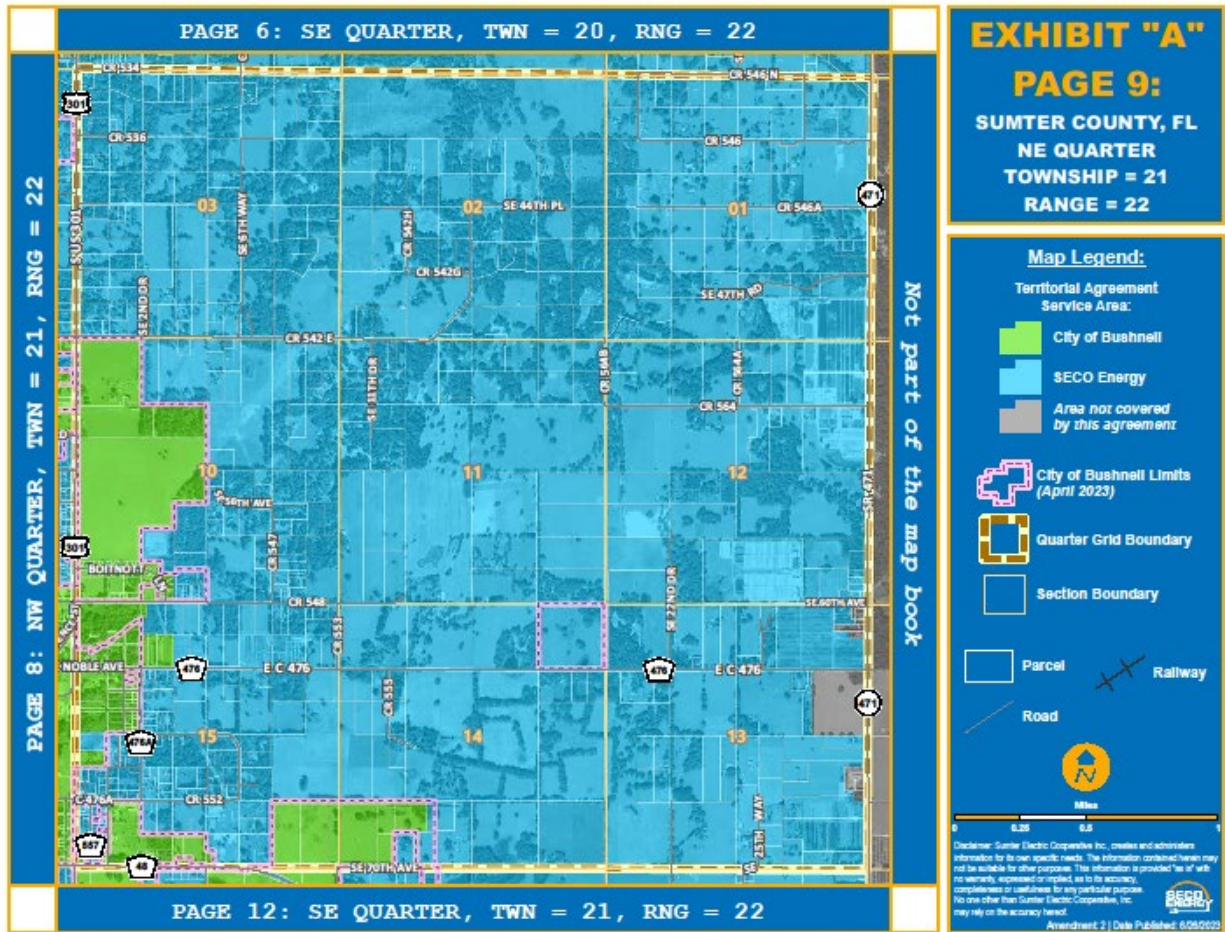
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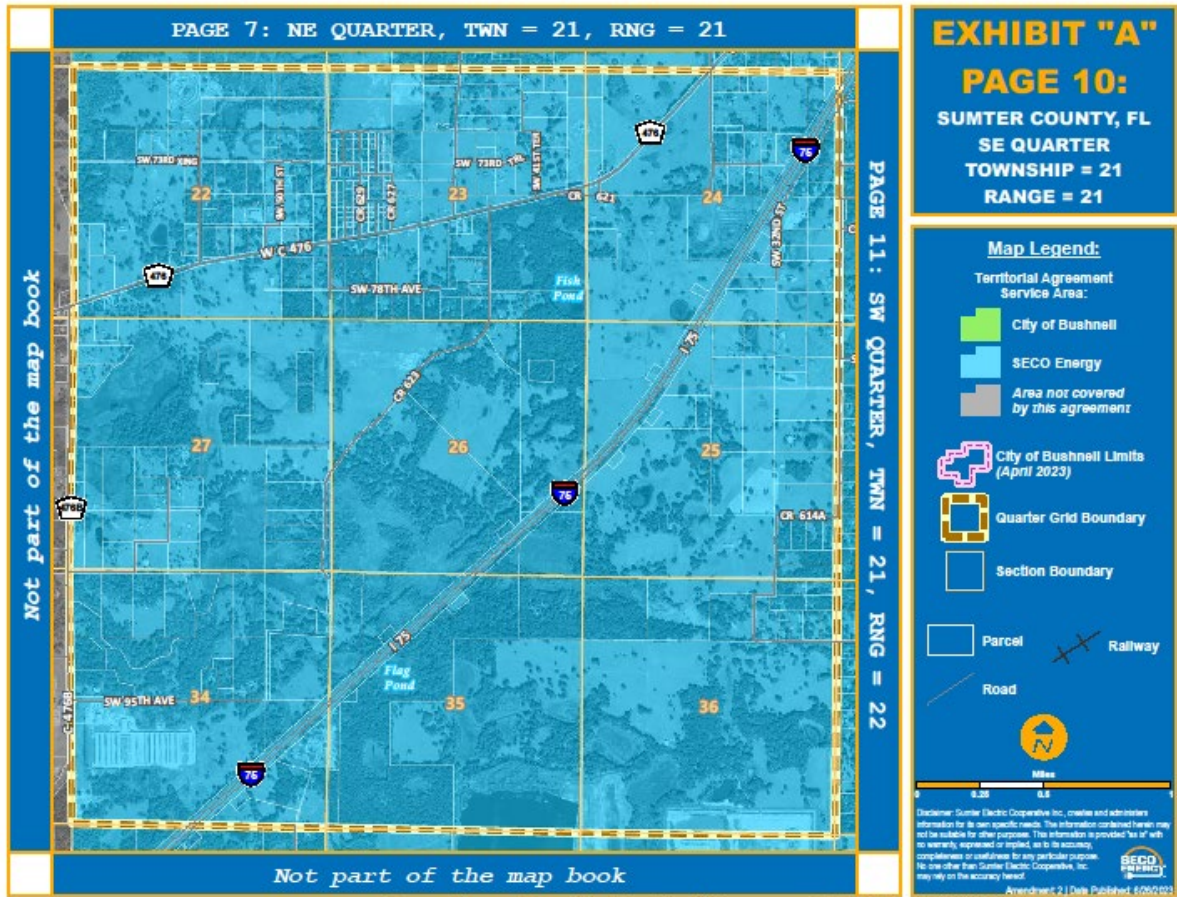
Second Amendment to Territorial Agreement COMPOSITE EXHIBIT A - Page 9



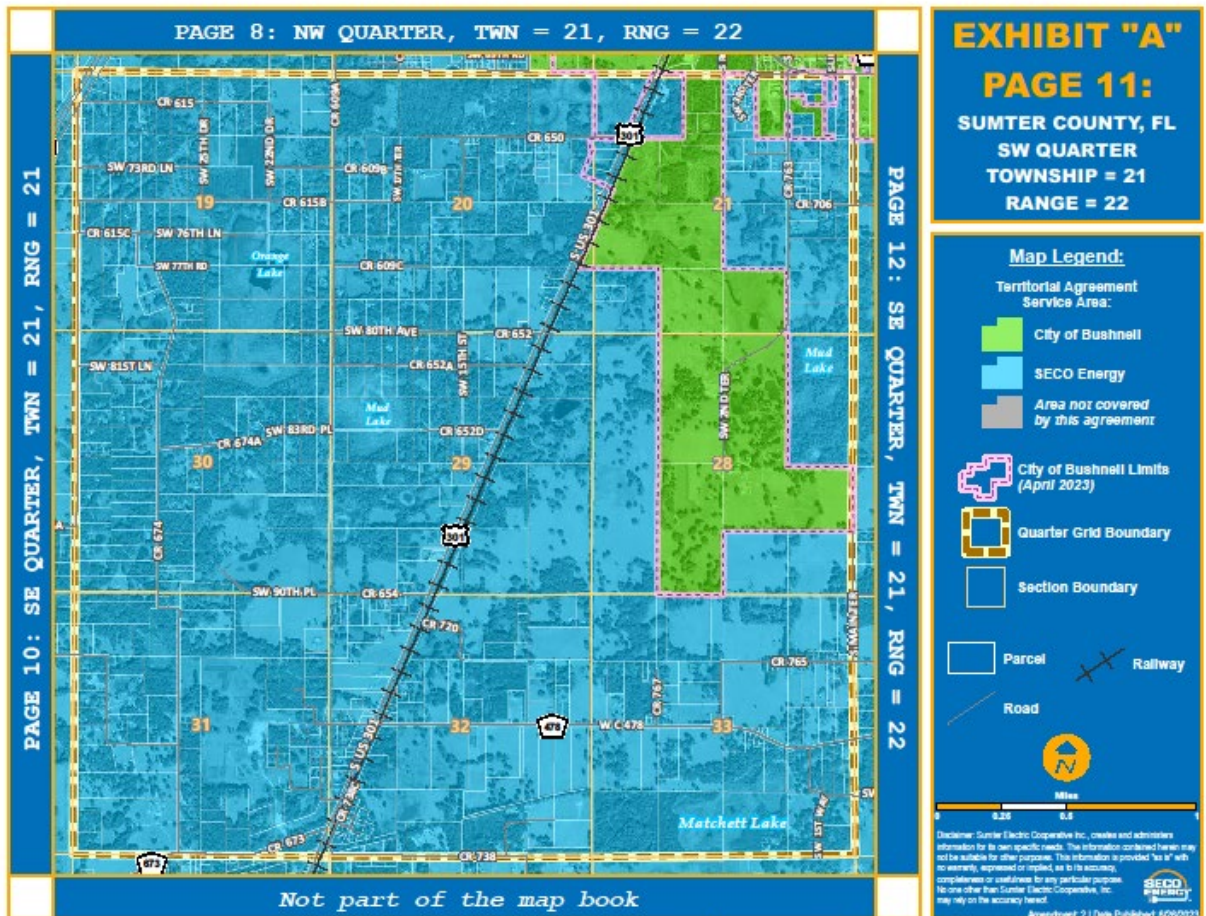
Second Amendment to Territorial Agreement COMPOSITE EXHIBIT A - Page 10



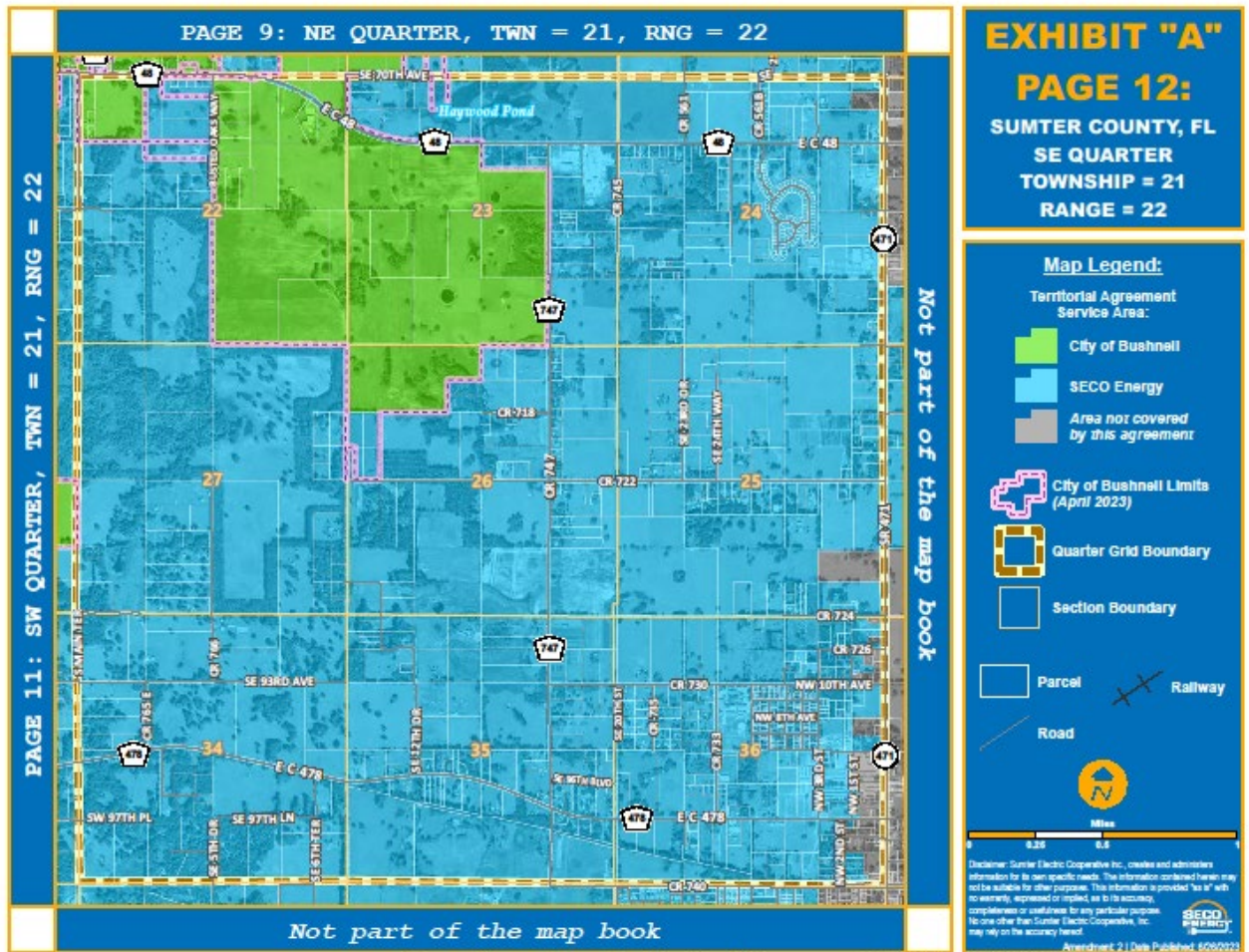
Second Amendment to Territorial Agreement COMPOSITE EXHIBIT A - Page 11



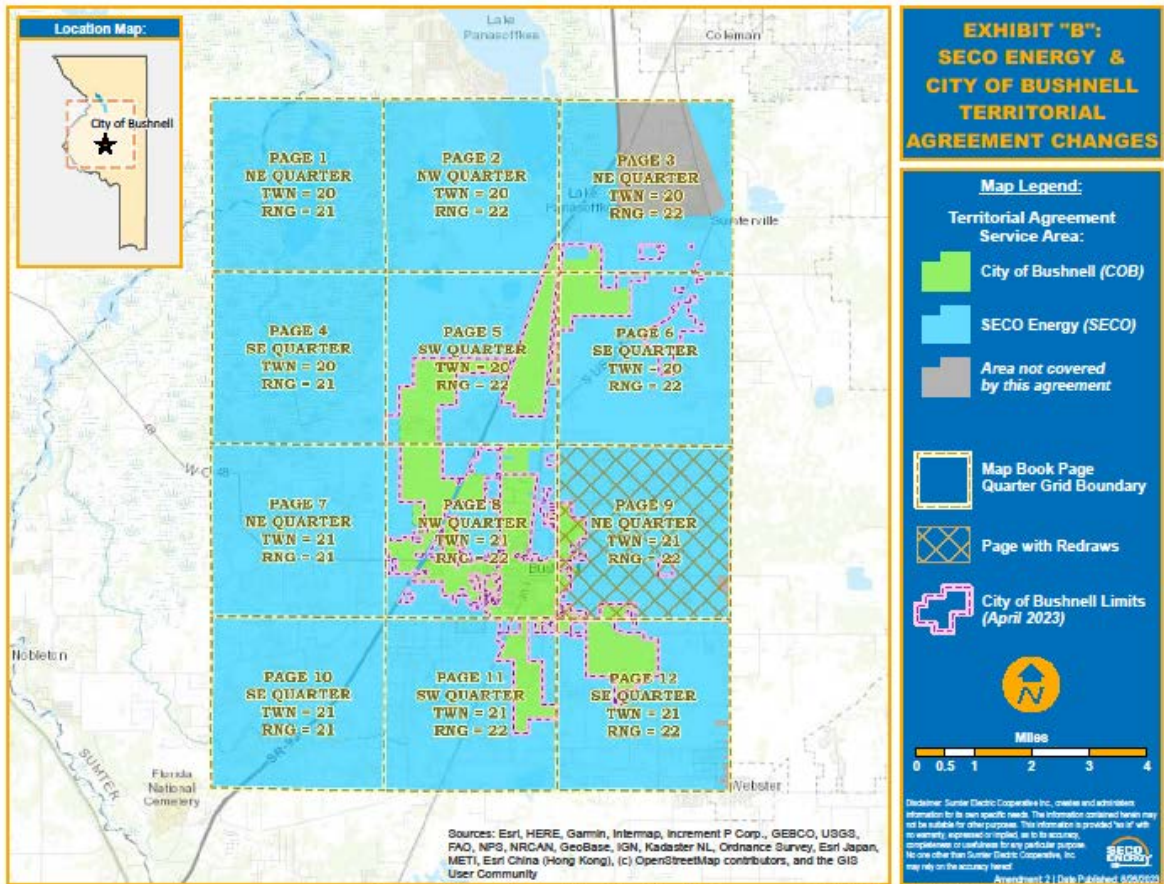
Second Amendment to Territorial Agreement COMPOSITE EXHIBIT A - Page 12



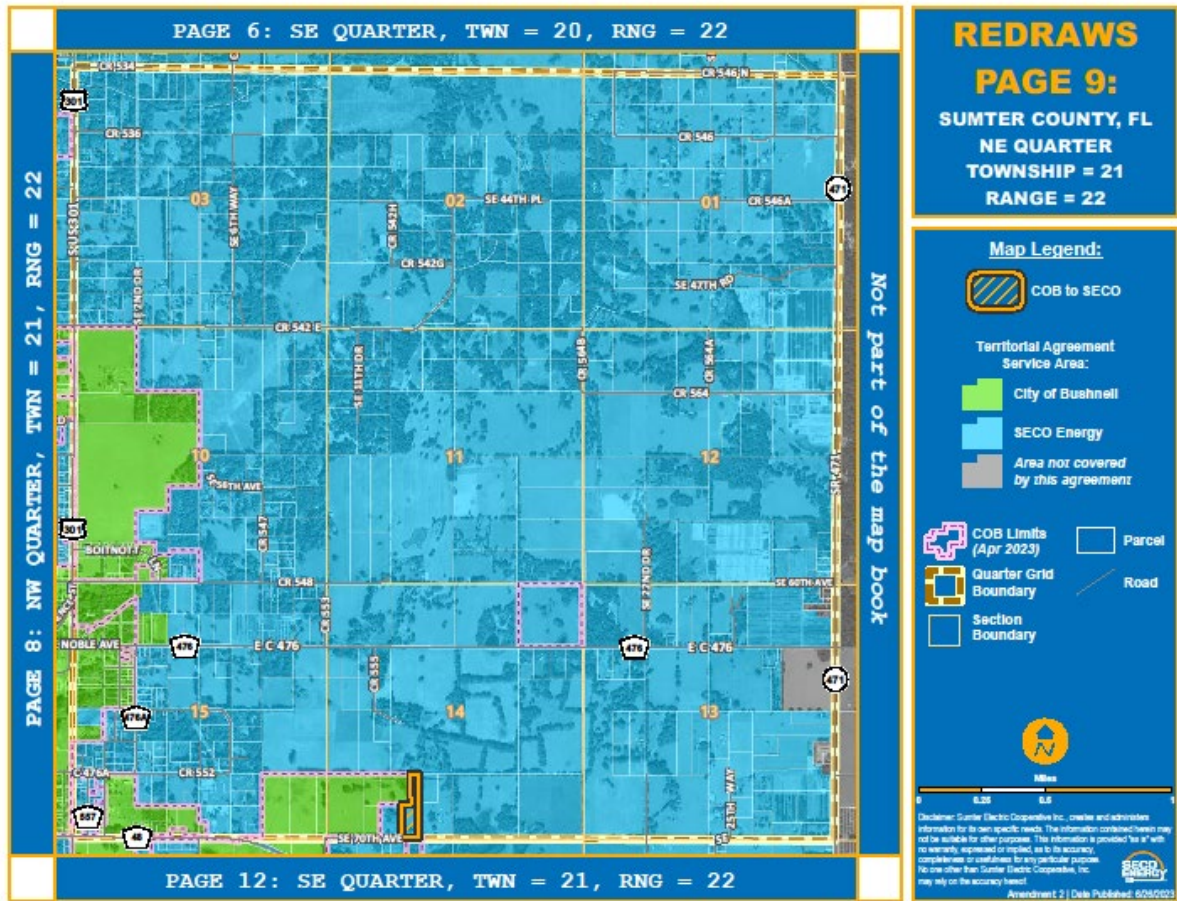
Second Amendment to Territorial Agreement COMPOSITE EXHIBIT A - Page 13



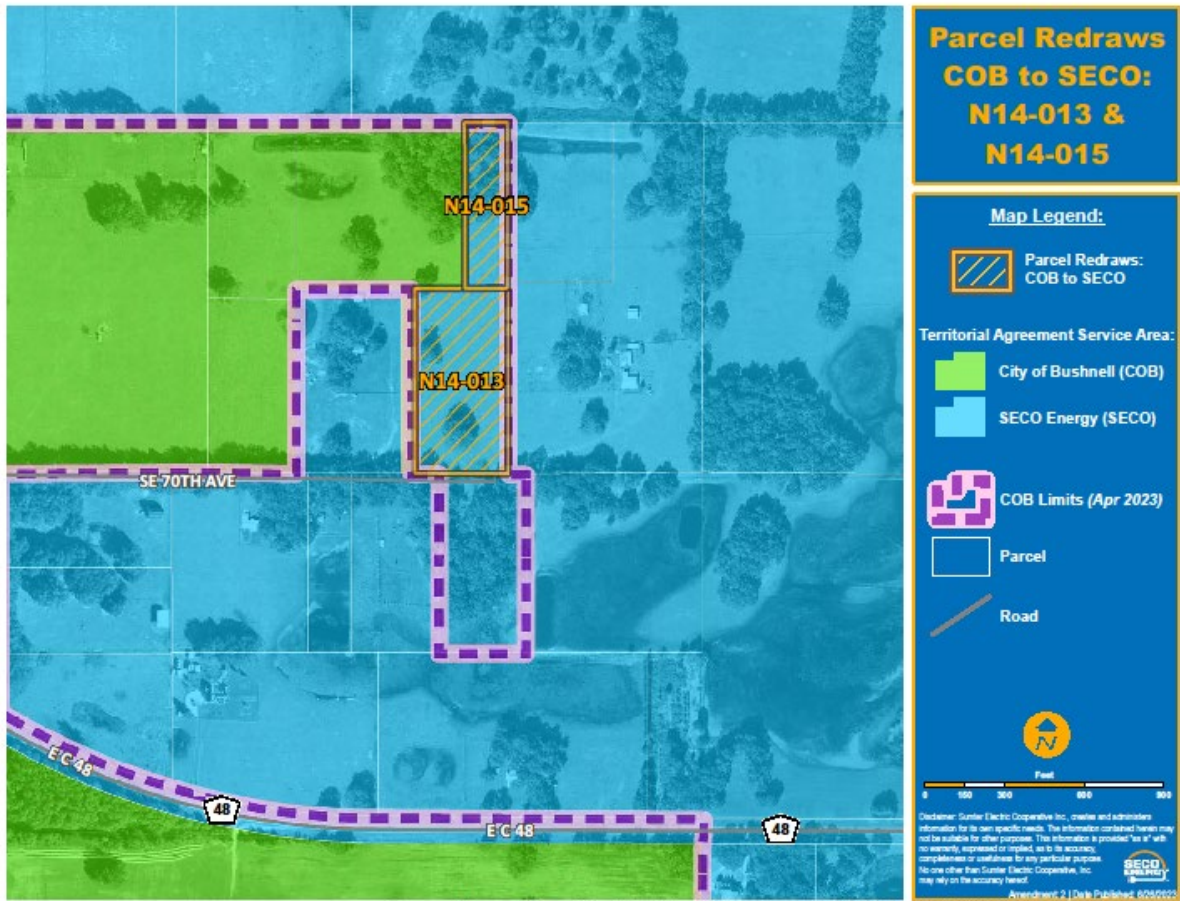
Second Amendment to Territorial Agreement COMPOSITE EXHIBIT A - Page 14



Second Amendment to Territorial Agreement COMPOSITE EXHIBIT A - Page 15



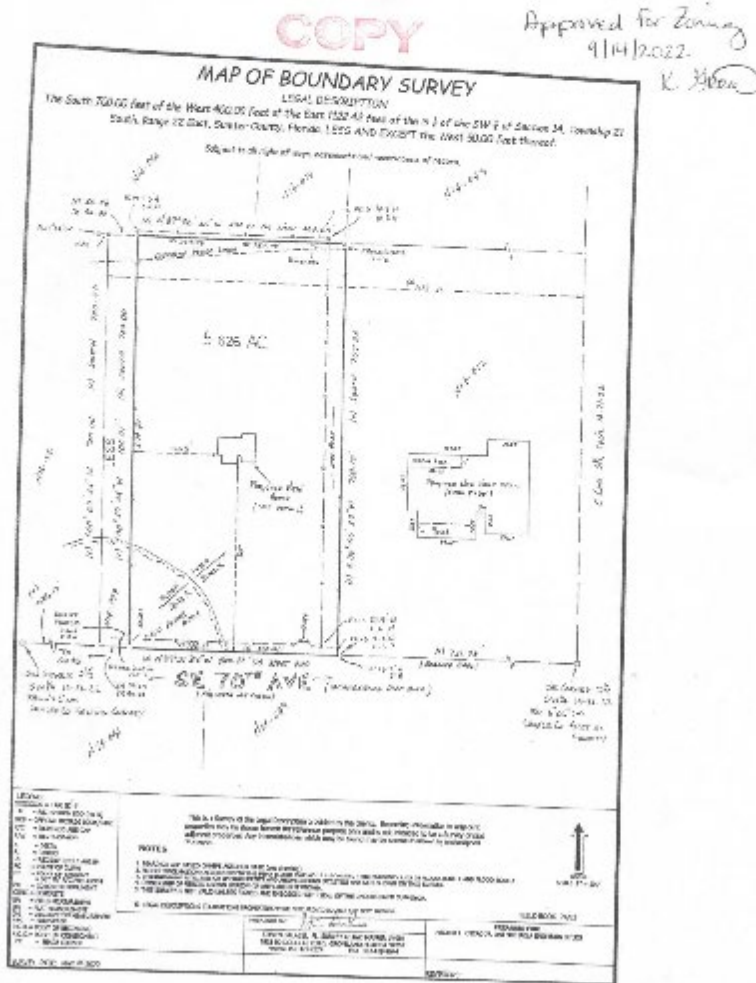
Second Amendment to Territorial Agreement COMPOSITE EXHIBIT A - Page 16



Second Amendment to Territorial Agreement COMPOSITE EXHIBIT A - Page 17

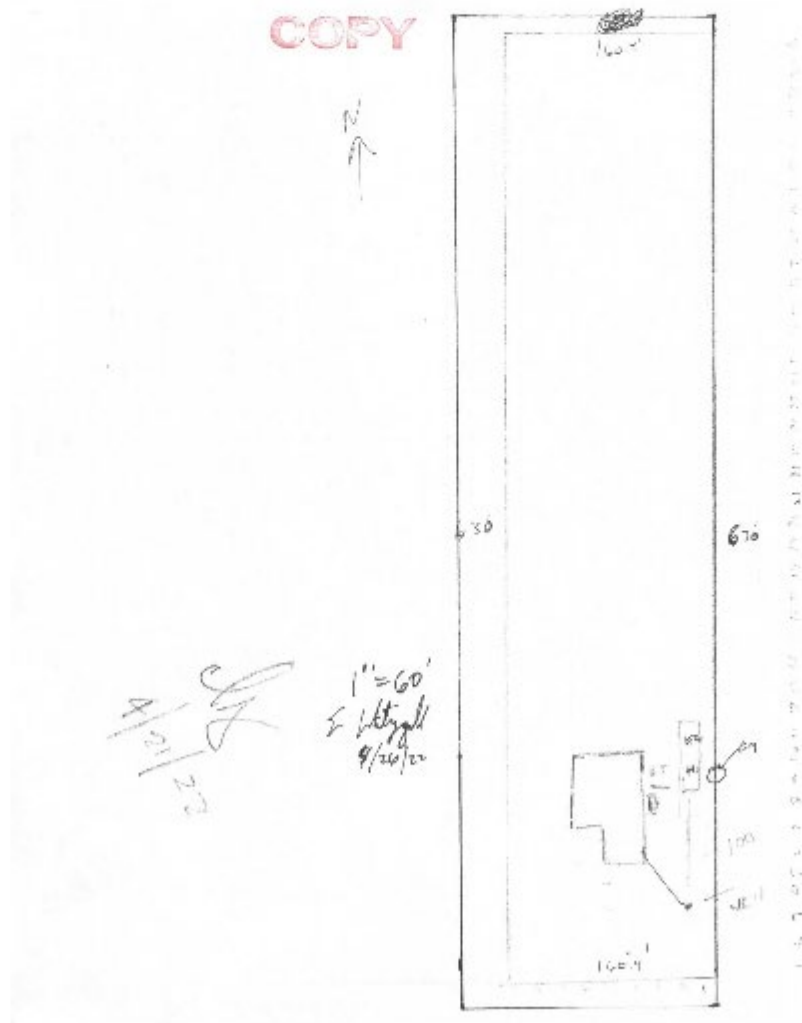
Public Service Commission
Attention: Alara Kaymak
Re: Docket No. 20230140-EU
January 26, 2024
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Exhibit A



Public Service Commission
Attention: Alara Kaymak
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Exhibit B



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SUMTER ELECTRIC COOPERATIVE
NEW SERVICE

SERVICE MAP LOCATION: 3337 C1 29762 70890

Account:	SO Nbr: 81201935	Cycle: 15	W/O#: 208993
Taken By:	Date Taken: 06/09/2023	Needed On: 7/12/23 12:00:00 AM	

Home Phone: NONE LISTED
Work Phone: NONE LISTED
Mobile Phone:

Service Address:

Service Desc: SFH
Subdivision:
Service: Block: Lot:
Line Srv Area: District: SECO - Sumterville
County: Sumter City: Bushnell

Mailing Address:

Rate: GS - General Service

Builder: NONE LISTED

Builder Phone: NONE LISTED

General Comments:

NS UG 1802SF (1) AC 200AMPS PARCEL# N14-013 PERMIT# 22-09-018
DR PER COMM ACCT 360/BILLED 110

6/7/23 ASKED BY CITY OF BUSHNELL TO SERVICE THIS HOME, DID SITE VISIT TOOK PICTURES, NEED BUILDER TO APPLY FOR SERVICE, NEED CITY TO SIGN AGREEMENT,
6/9/23 LOCATES COMPLETE FOR SECOND SITE VISIT TO SEE WHERE TX CAN BE ADDED IN LINE OF EXISTING UG PRIMARY,
6/10/23 BUILDER FINALLY APPLIED FOR SERVICE, WO PACKET READY FOR APPROVAL, STILL NEED CITY OF BUSHNELL TO SIGN AGREEMENT, NEED TO CALL WITH REGARDS TO USING THE SPECIFIC EASEMENT,

6/22/23 INFORMED THAT CITY OF BUSHNELL HAS YET TO SIGH THE AGREEMENT TO LET SECO SERVE THIS HOME,

6/24/23 RECIEVED WORD FROM APPROVAL, THAT THE CONTRACT IS SIGNED, THIS JOB CAN NOW GO TO APPROVAL,

6/26/23 SPOKE WITH ! WHO OWNS THE PROPERTY WHERE THE SPECIFIC EASEMENT IS TO NOTIFY HER SECO WILL BE INSTALLING A PM TX WITHIN THE EASEMENT ON HER PROPERTY, SHE WAS PERFECTLY OKAY WITH THE CONSTRUCTION,

Service Comments:

RT 15-101 1562

WO 208993 RECD IN SDO 6/28/23

TO TO SCHEDULE

SCHEDULED WITH IVY WEEK ENDING 7/7/23

UG COMPLETED BY ! /IVY 07/06/23

7/11/23 PER EMAIL FROM THEY HAVE THEIR GREEN TAG PRE POWER INSPECTION

WO#: 208993

MAP#: 3337 C1 29762 70890

NEAREST GIS#: 21272

NEAREST MTR#: G00106369

METERING INFO: SINGLE PHASE 200AMP

PLEASE SET METER 07/12/23

I 7/12/23 MTR G00125646 READING 0

Job Completed: By: _____ Date: _____ **On Computer:** By _____ Date _____

/report/11016/rptcustom/cis/SECO_SO_NEW_CONNECT_2.x Service Map Location: 3337 C1 29762 70890

Print D/Tm:
02/15/2024 12:01:59 PM

SUMTER ELECTRIC COOPERATIVE
NEW SERVICE

Meter #: _____ GPS ID: _____ W/O Number: _____
Hand Trench _____ Machine Trench _____ Back Hoe _____ PVC: 2 1/2 3 4
Trench FT _____ Wire FT _____ Wire Size _____

Assessment/Field Comments:

Reading: _____

Job Completed: By: _____ Date: _____ **On Computer:** By: _____ Date: _____
/report/11016/rptcustom/cis/SECO_SO_NEW_CONNECT_2.x Service Map Location: 3337 C1 29762 70890 paula.claunch

Print Dt/Tm:
 02/15/2024 12:02:29 PM

SUMTER ELECTRIC COOPERATIVE
 RELOCATE SERVICE

SERVICE MAP LOCATION: 3337 C1 29785 71260
Account: SO Nbr: 81324119 Service: Electric Service W/O#: 211236
Customer Nbr: Srv Loc Nbr: 96079794 Provider: COOP Provided Electric Service Cycle: 15

Taken By:	Date Taken: 11/02/2023	Needed On: 11/02/2023
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Home Phone:
Work Phone: NONE LISTED **Service Address:**
Mobile Phone:

Service Desc: HOUSE/PUMP/WELL Subdivision: Service: Block: Lot: Line Srv Area: District: SECO - Sumterville Equip Map Loc: 3337 C1 29882 71197 Substation: Feeder: Line Sect: County: Sumter City: Bushnell	Mailing Address:
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Medical Necessity: **Outage Priority:**

EQUIPMENT TO BE SERVICED										
Equipment Type	Activity	Equipment Nbr	Position Nbr	Service Map Location	Qty					

Meter #	Secondary	Rate	Mult	Dials	Lock Ring	LV Rdg	LVR Date	KWH Rdg	KW Rdg	Date
G00106369	93826034	GS	1	5	N	1490	10/24/2023			

Trans #	Secondary	Size	Phase	Bank #	Load Mgt	Serial #	Rate Cd	LM Stat	Load Type	Stat	Rem
---------	-----------	------	-------	--------	----------	----------	---------	---------	-----------	------	-----

Device #	Type	Description	Status	Map Location	Con/Repair/Dis/Rem
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General Comments:

RLO FROM CURRENT SPOT TO HOME
 11/2/23 THIS HOME WAS SITE VISITED IN JUNE ALONG WITH HOME, WE ALSO RECIEVED A
 RELEASE FOR THIS HOME FROM CITY OF BUSHNELL IN JULY 2023, BUILDER IS , THIS IS AN
 EXISTING OH AG METER FOR WELL, HOME IS 3029 SQ FT WITH 200 AMP SERVICE AND 5 TON A/C, WO PACKET READY
 FOR APPROVAL,

Service Comments:

WO 211236 RECD IN SDO 11/9/23
 TO TO SCHEDULE
 SCANNED TO IVY AND PIKE 11/10/23
 UG SCHEDULED WITH IVY SMITH 3 FOR WEEK ENDING 12/01/23
 OH SCHEDULED WITH PIKE1 FOR WEEK ENDING 12/08/23
 AG METER
 COPY TO HARLEY/PIKE 11/22/23
 WO COMPLETED BY PIKE AND IVY - NEW METER WAS ALREADY INSTALLED - RETIRED METER G00106369

Handheld Notes:

POLE DOWN LANE L AT END

Job Completed: By: _____ Date: _____ **On Computer:** By: _____ Date: _____

/report/11016/rptcustom/eis/SECO_SO_MISCELLANEOUS.x Service Map Location: 3337 C1 29785 71260 paula.claunch

Print Dt/Tm:
02/15/2024 12:02:29 PM

SUMTER ELECTRIC COOPERATIVE
RELOCATE SERVICE

Task Remarks:

AIDTOCONST - CIAC \$877.10 MR# 100014193 QUOTE 15880
EMAILED

DESIGN - WO#:211236
MAP#:3337 C1 29785 71260
CIAC: \$877.10
NEAREST GIS#: 21272
NEAREST MTR#: G00106369
METERING INFO: 200 AMP SINGLE PHASE
IVM REQ'D: NO
PERMIT REQ'D: NO
EASEMENT REQ'D: NO
DEPOSIT AMOUNT: N/A

RELCONST - CIAC PAID 11/9/23
HOLD FOR CIAC 11/9/23

REVRELOC - 11/2/23

Assessment/Field Comments:

of Prints: 3

Job Completed: By: _____ Date: _____ **On Computer:** By _____ Date _____
/report/11016/rptcustom/cls/SECO_SO_MISCELLANEOUS.x Service Map Location: 3337 C1 29785 71260



June 5, 2023

[Via e-mail MEastburn@CityofBushnellFL.com](mailto:MEastburn@CityofBushnellFL.com)

Mike Eastburn
City of Bushnell
117 E. Joe P. Strickland Jr. Avenue
Bushnell, Florida 33513

**Re: Sumter Electric Cooperative, Inc. d/b/a SECO Energy ("SECO") and the City of Bushnell ("City")
Territorial Agreement Amendment for Sumter County Parcels N14-013 and N14-015**

Dear Mr. Eastburn,

Pursuant to Section 3.1 of the Territorial Agreement between SECO and the City, the parties may agree in writing to amend the territorial boundary line, subject to the Commission's approval. At the City's request, SECO hereby agrees to permanently provide service to Sumter County Parcels N014-013 and N014-015, subject to the City amending the Territorial Agreement to reflect this change within a reasonable time frame and at the City's sole cost and expense.

Should the City agree the terms outlined herein, please sign below and return a signed copy to tracy.delemos@secoenergy.com.

Sincerely,

A handwritten signature in blue ink that reads "Tracy de Lemos".

Tracy M. de Lemos, Esq.
Vice President, Corporate General Counsel
SECO Energy
tracy.delemos@secoenergy.com

cc: John LaSelva
Kristin Greene

Accepted and agreed to on this 23 day of June, 2023:

The City of Bushnell, Florida

By: A handwritten signature in blue ink that reads "Michael Eastburn".
Name: Michael Eastburn
Title: City Manager



PO Box 301
Sumterville, Florida 33585-0301



352.793.3801



www.SECOEnergy.com