



Kenneth M. Rubin
Assistant General Counsel
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 33408-0420
(561) 691-7512
(561) 691-7135 (Facsimile)
Email: Ken.Rubin@fpl.com

September 20, 2019

-VIA ELECTRONIC FILING-

Mr. Adam Teitzman
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Re: Docket No 20190142-EU – Joint Petition for Approval of Amendment to Territorial Agreement by Florida Power & Light Company and Okefenoke Rural Electric Membership Corporation

Dear Mr. Teitzman:

Enclosed please find an executed copy of the Clarification and Amendment to Territorial Agreement between Florida Power & Light Company (“FPL”) and Okefenoke Rural Electric Membership Corporation f/k/a Okefenoke Rural Electric Membership Cooperative (“OREMC”), which was previously provided, unsigned, as Exhibit B to the Joint Petition filed by FPL and OREMC in the above-captioned docket.

Thank you for your assistance. Please contact me should you or your staff have any questions regarding this filing.

Sincerely,

s/ Kenneth M. Rubin
Kenneth M. Rubin
Florida Bar No. 349038

Cc: Jennifer Crawford, FPSC Staff
E. Dylan Rivers, Esq., counsel for OREMC

**CLARIFICATION AND AMENDMENT TO TERRITORIAL AGREEMENT BETWEEN
FLORIDA POWER AND LIGHT COMPANY
AND
OKEFENOKE RURAL ELECTRIC MEMBERSHIP CORPORATION f/k/a
OKEFENOKE RURAL ELECTRIC MEMBERSHIP COOPERATIVE**

This Clarification and Amendment to the Territorial Agreement, dated as of JULY 13, 2019, ("2019 Amendment") is entered into by Florida Power and Light Company ("FPL") and Okefenoke Rural Electric Membership Corporation f/k/a/ Okefenoke Rural Electric Membership Cooperative ("OREMC"). FPL is a corporation with headquarters at 700 Universe Boulevard, Juno Beach, Florida 33408; an investor-owned utility operating under the jurisdiction of the Florida Public Service Commission ("Commission") pursuant to the provisions of Chapter 366, Florida Statutes; and a wholly-owned subsidiary of NextEra Energy, Inc., a registered holding company under the Federal Public Utility Holding Company Act and related regulation. OREMC is an electric corporation organized and existing under the laws of the State of Georgia and registered to transact business in the State of Florida pursuant to Section 425.27 of the Statutes of Florida. FPL and OREMC are electric utilities as defined by Section 366.02(2), Florida Statutes, and are herein collectively referred to as the "Parties".

WITNESSETH

WHEREAS, the Parties have an existing Territorial Agreement relating to their respective retail service areas in Baker and Nassau Counties, Florida, which was approved by the Commission by Order No. PSC-95-0668-FOF-EU on May 31, 1995 in Docket No. 920420-EU, (such agreement referred to as the "Territorial Agreement"); and;

WHEREAS, the Parties now desire to clarify and amend the territorial boundaries in the existing Territorial Agreement as it relates to a specified area in Nassau County commonly known as the Crawford Diamond and specified property contiguous to the Crawford Diamond;

and,

WHEREAS, clarifying and amending the specified territorial boundaries in the existing Territorial Agreement will avoid uneconomic duplication of services, provide for the cost effective provision of service to future utility customers as there are currently no customers receiving electric service in the Crawford Diamond or in the additional property contiguous to the Crawford Diamond which is affected by this 2019 Amendment, and will be in the public interest.

NOW THEREFORE, in consideration of the following mutual covenants and other good and valuable consideration, including FPL obtaining the sole right to serve in the territory described in this 2019 Amendment and FPL's agreement to construct facilities for OREMC more fully described in the Memorandum of Understanding between FPL and OREMC dated November 15, 2018, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, subject to and upon the terms and conditions herein set forth, do hereby agree to clarify and amend the Territorial Agreement as follows:

1. **Clarification of Discrepancy in Existing Territorial Agreement.** The Parties agree and acknowledge that the Territorial Agreement to be clarified and amended by this 2019 Amendment contains a discrepancy in the maps on file with the Commission. More specifically, the referenced discrepancy in the Territorial Agreement is found when comparing the area shown on page 25 of the maps on file with the Commission in Docket No. 920420-EU to the area shown on pages 47 and 48 of those same maps, an area commonly referred to as the Crawford Diamond. In the absence of this 2019 Amendment, the conflicting maps can be interpreted to allow both FPL and OREMC to serve within a portion of the Crawford Diamond. This 2019 Amendment resolves that discrepancy by virtue of an agreement between the parties that the map

attached to this 2019 Amendment as Exhibit C supersedes and replaces the maps attached to the Territorial Agreement in only the specific locations identified in Exhibit A. Pursuant to this 2019 Amendment, FPL has the sole right to serve in the designated area identified on Exhibit C and described more fully in paragraph 5(a) below.

2. **Transition of OREMC service territory to FPL.** Separate and apart from the area identified in paragraph 1 of this 2019 Amendment, this 2019 Amendment addresses additional property contiguous to the Crawford Diamond which the Parties agree is currently located within the OREMC service territory as described in the Territorial Agreement on file with the Commission. This 2019 Amendment resolves by agreement of the Parties that the additional areas contiguous to the Crawford Diamond, as specifically identified on the map attached to this 2019 Amendment as Exhibit C, supersedes and replaces the maps attached to the Territorial Agreement in only the specific locations identified in Exhibit A. Pursuant to this 2019 Amendment, FPL has the sole right to serve in the designated areas contiguous to the Crawford Diamond identified on Exhibit C and described more fully in paragraph 5(b) below.

3. **No impact on existing customers.** There are no current customers whose accounts will be transferred or who will be affected or impacted by the approval of this 2019 Amendment, as there are currently no customers receiving electric service in the Crawford Diamond or in the additional contiguous area addressed by this 2019 Amendment.

4. **No uneconomic duplication of facilities.** No electric utility facilities currently exist on the property that is the subject of this 2019 Amendment. In order to avoid unnecessary duplication of facilities and to serve anticipated development, the Parties agree to clarify and amend the boundaries in the Territorial Agreement as more fully described herein. Because

there are currently no customers receiving electric service in the Crawford Diamond or in the additional contiguous areas addressed by this 2019 Amendment, this 2019 Amendment will allow for the deliberate planning, development and construction of electric facilities as service may be required by future customers of the Parties.

5. **Parcels affected by 2019 Amendment.**

a) The first parcel described as the Crawford Diamond, located within Sections 010 and 011, which, by virtue of this 2019 Amendment will hereinafter be served solely by FPL, is described on Exhibit D:

b) The property contiguous to the Crawford Diamond, located within Sections 003 and 004 to the north, Sections 004 and 009 to the west, and Sections 009 and 010 to the south, which, by virtue of this 2019 Amendment will hereinafter be served solely by FPL, is described on Exhibit D:

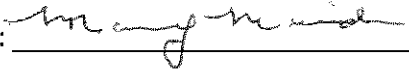
6. **Condition Precedent.** The approval of this 2019 Amendment by the Commission without modification, unless otherwise agreed to by the Parties, shall be an absolute condition precedent to the validity, enforceability and applicability hereof. This 2019 Amendment shall have no effect whatsoever until such approval has been granted by the Commission, and the date of the Commission's Final Order, if any, granting such approval shall be deemed to be the effective date of the 2019 Amendment

7. **Existing Territorial Agreement.** All other provisions of the Territorial Agreement shall remain in effect.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Parties have caused this Clarification and Amendment to Territorial Agreement to be signed by their respective duly authorized representatives as of the date first above written.


FLORIDA POWER & LIGHT COMPANY

By:  _____

Name: Manny Miranda

Title: Senior Vice President, Power Delivery

OKEFENOKE RURAL ELECTRIC MEMBERSHIP CORPORATION

By:  _____

Name: John Middleton

Title: General Manager