

DOCKET NO. 20200164-EU

Jason A. Higginbotham Senior Attorney Florida Power & Light Company 700 Universe Boulevard Juno Beach, FL 33408-0420 (561) 691-7108 jason.higginbotham@fpl.com

FILED 6/4/2020 DOCUMENT NO. 02933-2020 FPSC - COMMISSION CLERK

June 4, 2020

VIA HAND DELIVERY

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

Re: Docket No. 2020______

Joint Petition for Approval of Amendment to Territorial Agreement

Dear Mr. Teitzman:

Enclosed for filing on behalf of Florida Power & Light Company and Lee County Electric Cooperative is their Joint Petition for Approval of Amendment to Territorial Agreement, along with exhibits, in PDF format.

Please contact me at (561) 691-7108 if you or your Staff has any questions regarding this filing.

Sincerely,

/s/ Jason A. Higginbotham

Jason A. Higginbotham

Enclosures

cc: D. Bruce May

Florida Power & Light Company

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint Petition for Approval of Amendment to Territorial Agreement between Florida Power & Light Company and Lee County Electric Cooperative Docket No. 2020_____

Filed: June 4, 2020

JOINT PETITION FOR APPROVAL OF AMENDMENT TO TERRITORIAL AGREEMENT

Florida Power & Light Company ("FPL") and Lee County Electric Cooperative ("LCEC") jointly petition the Florida Public Service Commission ("Commission") for approval of an agreement, entered into by and between FPL and LCEC (hereinafter referred to as "Joint Petitioners" or "Parties") on June 3, 2020, amending their existing territorial agreement (the "2020 Amendment"). A copy of the 2020 Amendment, attached hereto as Appendix "A", is hereby submitted for approval.

1. The Joint Petitioners' names and addresses are:

Florida Power & Light Company 700 Universe Boulevard Juno Beach, FL 33408-0420

Attention: Manuel B. Miranda, Senior Vice President, Power Delivery

and

Lee County Electric Cooperative 4980 North Bayline Drive North Fort Myers, FL 33917 Attention: Denise Vidal, CEO

2. The Joint Petitioners request that any pleading, motion, notice, order or other document filed or submitted in this proceeding be served upon the following individuals:

For Florida Power & Light Company

Kenneth A. Hoffman Vice President, Regulatory Affairs Florida Power & Light Company 134 West Jefferson Street Tallahassee, FL 32301-1713

Phone: 850-521-3919 Fax: 850-521-3939

Email: ken.hoffman@fpl.com

Jason A. Higginbotham Senior Attorney Florida Power & Light Company 700 Universe Boulevard Juno Beach, Florida 33408-0420

Phone: 561-691-7108 Fax: 561-691-7135

Email: jason.higginbotham@fpl.com

For Lee County Electric Cooperative

D. Bruce May Holland & Knight LLP 315 South Calhoun Street Suite 600 Tallahassee, FL 32301

Phone: 850-425-5607 Fax: 850-224-8832

Email: bruce.may@hklaw.com

- 3. The Commission has jurisdiction pursuant to Section 366.04(2)(d), Florida Statutes, to approve territorial agreements between electric utilities. This Petition is filed pursuant to Rules 25-6.0439 and 25-6.0440, Florida Administrative Code ("F.A.C.").
- 4. FPL is a corporation organized and existing under the laws of the State of Florida and is an electric utility as defined in Section 366.02(2), Florida Statutes.
- 5. LCEC is a not-for-profit corporation organized and existing under the laws of the State of Florida that owns and operates its own electric utility system. LCEC is an electric utility as defined in Section 366.02(2), Florida Statutes.
- 6. By Order No. 3799, issued on April 28, 1965, in Docket No. 7424-EU, the Commission approved the original territorial agreement between FPL and LCEC. An amendment to this original territorial agreement was approved by Order No. 20817, issued on February 28, 1989, in Docket No. 850129-EU. Subsequently, on May 10, 1993, in Docket No. 930092-EU, the Commission issued Order No. PSC-93-0705-FOF-EU approving a new territorial agreement

between FPL and LCEC relating to the service areas in Charlotte, Collier, Hendry and Lee Counties.¹ By Order No. PSC-97-0527-FOF-EU, issued on May 7, 1997, in Docket No. 97-0105-EU, the Commission approved a Territorial Variance Agreement relating to areas in Lee County which had been agreed to between FPL and LCEC.² By Order No. PSC-15-0021-PAA-EU, issued on January 5, 2015, in Docket No. 140210-EU, the Commission approved an amendment to the existing territorial agreement between FPL and LCEC, which was the result of a settlement agreement between FPL, LCEC, and Babcock Ranch Community Independent Special District.³

- 7. The current territorial boundary between FPL and LCEC crosses an area where a private development is planned in Lee County, Florida. The proposed 2020 Amendment alters that territorial boundary in a manner designed to allow both utilities to more efficiently serve the planned development and to avoid the unnecessary duplication of facilities. Under the proposed 2020 Amendment, FPL and LCEC have agreed to exchange two parcels within their respective territories with respect to the right and obligation to serve customers that will be located within those parcels. The first parcel currently is within LCEC's bounded service territory and includes an area planned for approximately 132 residential lots located on the southwestern part of the planned development ("Exchange Parcel A"). A legal description and sketch of Exchange Parcel A is attached to the 2020 Amendment as Exhibit "A".
- 8. The second parcel currently is within FPL's bounded service territory on the northwestern part of the planned development and consists of approximately 26 acres of vacant

¹ Order No. PSC-93-0705-FOF-EU, issued May 10, 1993, in Docket No. 930092-EU, <u>In re: Joint application for approval of territorial agreement between Florida Power & Light Company and Lee County Electric Cooperative</u>, Inc.

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² Order No. PSC-97-0527-FOF-EU, issued May 7, 1997, in Docket No. 970105-EU, <u>In re: Petition for approval of change in territorial boundary under territorial agreement with Lee County Electric Cooperative, Inc., by Florida Power & Light Company.</u>

³ Order No. PSC-15-0021-PAA-EU, issued January 5, 2015, in Docket No. 140210-EU, <u>In re: Joint petition for approval of amendment to territorial agreement in Charlotte, Lee, and Collier Counties, by Florida Power & Light Company and Lee County Electric Cooperative.</u>

commercial land upon which an Amenity Center for the development will be constructed ("Exchange Parcel B"). A legal description and sketch of Exchange Parcel B is attached to the 2020 Amendment as Exhibit "B".

- 9. The parties have agreed to modify the territorial boundary so customers that will be located within Exchange Parcel A shall receive electric service from FPL. The Parties have further agreed to modify the territorial boundary so customers that will be located within Exchange Parcel B shall receive electric service from LCEC.
- 10. The Parties entered into the 2020 Amendment after consideration of the best interests of electric consumers and the residents of the areas served by both Parties. The 2020 Amendment is intended to avoid the unnecessary duplication of services in the area covered by the 2020 Amendment. Accordingly, the Parties respectfully submit the 2020 Amendment is in the public interest.
- 11. Pursuant to Rule 25-6.0440(1)(f), F.A.C., attached hereto as Appendix "B" is an official Florida Department of Transportation ("DOT") General Highway County map for each affected county depicting the boundary lines established by the territorial agreement, as amended by the 2020 Amendment.
- 12. Because the areas covered by the 2020 Amendment are currently undeveloped, no customer accounts will be transferred between the Parties and no written notice to customers is required.
- 13. The 2020 Amendment is conditioned upon the Commission's approval thereof without modification. The Parties recognize that upon approval of the 2020 Amendment, any additional modifications, changes or amendments must be approved by the Commission.

14. The Parties represent that approval of this 2020 Amendment will not cause a decrease in the reliability of electrical service to the existing or future members of either utility, and there is a reasonable likelihood that this Amendment will eliminate the uneconomic duplication of facilities and will promote the Commission's stated policy of encouraging territorial agreements between and among Florida's electric utilities.

WHEREFORE, FPL and LCEC respectfully request that the Commission enter an order approving without modification the 2020 Amendment to the territorial agreement between the Parties.

Respectfully submitted this 4th day of June, 2020.

Florida Power & Light Company

Lee County Electric Cooperative

/s/ Jason A. Higginbotham

Jason A. Higginbotham
Senior Attorney
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, Florida 33408-0420

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/s/ D. Bruce May

D. Bruce May Holland & Knight LLP 315 South Calhoun Street Suite 600 Tallahassee, FL 32301

Phone: 850-425-5607 Fax: 850-224-8832

Email: bruce.may@hklaw.com

Appendix "A"

Amendment to Territorial Agreement between Florida Power & Light Company and Lee County Electric Cooperative

AMENDMENT TO TERRITORIAL AGREEMENT BETWEEN FLORIDA POWER AND LIGHT COMPANY AND LEE COUNTY ELECTRIC COOPERATIVE

This Amendment to the Territorial Agreement, dated June 3, 2020, ("2020 Amendment") is entered into by Florida Power & Light Company ("FPL") and Lee County Electric Cooperative (collectively, the "Parties"), each of which is a corporation organized and existing under the laws of the State of Florida and an electric utility as defined in Section 366.02(2), Florida Statutes.

WITNESSETH

WHEREAS, the Parties have an existing Territorial Agreement relating to their respective retail service areas in Charlotte, Collier, Hendry and Lee Counties, Florida, which was approved by the Florida Public Service Commission (the "PSC") by Order No. PSC-93-0705-FOF-EU, and which was amended in 1997 and approved by the PSC by Order No. PSC-97-0527-FOF-EU, and which was further amended in 2014 and approved by the PSC by Order No. PSC-15-0021-PAA-EU (such agreement and amendments are collectively referred to as the "Territorial Agreement"); and

WHEREAS, the Parties now desire to amend the territorial boundary in the existing Territorial Agreement as it relates to a specified area where a private development is planned in Lee County, Florida; and

WHEREAS, amending the territorial boundary in the existing Territorial Agreement will avoid uneconomic duplication of services and provide for the cost effective provision of service to utility customers;

NOW THEREFORE, in consideration of the following mutual covenants and other good and valuable consideration, 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 amend the Territorial Agreement as follows:

- 1. **Recitals.** The above recitals are true and correct and are incorporated herein.
- 2. <u>Territorial Exchange.</u> In order to avoid unnecessary duplication of facilities and to serve anticipated development, the Parties agree to amend the boundaries in the Territorial Agreement in order to exchange two undeveloped parcels within their respective retail service territories where both utilities currently have minimal infrastructure in place.
 - a) The first parcel is within the territory boundary of LCEC and includes an area planned for 132 residential lots that are located on the southwestern part of the planned development ("Exchange Parcel A"). A legal description and sketch of Exchange Parcel A is attached as Exhibit "A". Upon approval of this 2020 Amendment by the PSC, Exchange Parcel A will be transferred from LCEC to FPL.
 - b) The second parcel is within the territory boundary of FPL on the northwestern part of the planned development and includes approximately 26 acres of commercial land that is to be utilized for the development's Amenity Center ("Exchange Parcel B"). A legal description and sketch of Exchange Parcel B is attached as Exhibit "B". Upon approval of this 2020

Amendment by the PSC, Exchange Parcel B will be transferred from FPL to LCEC.

- 3. <u>Transition.</u> There are currently no existing customers or electric facilities within Exchange Parcel A or Exchange Parcel A. Thus, no transition of electric service is required.
- 4. <u>Condition Precedent and Effective Date.</u> The approval of this 2020 Amendment by the PSC without modification, shall be an absolute condition precedent to the validity, enforceability and applicability hereof. The effective date of this 2020 Amendment shall be the date on which the final order of the PSC granting approval of this amendment in its entirety becomes no longer subject to judicial review.
- 5. **Existing Territorial Agreement**. All other parts of the Territorial Agreement shall remain in effect.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, this 2020 Amendment has been caused to be executed by FPL in its name by its Senior Vice President, and by LCEC in its name by its Chief Executive Officer, on the day and year first written above.

FLORIDA POWER & LIGHT COMPANY

Name: Manuel B. Miranda

Title: Senior Vice President, Power Delivery

LEE COUNTY ELECTRIC COOPERATIVE

By: Denise Vidal

Date: 6-2-20

Name: Denise Vidal

Title: Chief Executive Officer

Exhibit "A"

Legal Description and Sketch of Exchange Parcel A

LEGAL DESCRIPTION

OF A PARCEL LYING IN SECTION 31, TOWNSHIP 46 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA

PARCEL "A"

A PARCEL OF LAND BEING ALL THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 46 SOUTH, RANGE 27 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 31; THENCE S.00°50'31"E. ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 31 FOR A DISTANCE OF 2635.19 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 31; THENCE S.86°01'18"W. ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 31 FOR A DISTANCE OF 2636.16 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 31; THENCE N.00°55'01"W., ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 31 FOR A DISTANCE OF 2639.49 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 31; THENCE N.89°06'55"E. ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 31 FOR A DISTANCE OF 2639.61 FEET TO THE NORTHEAST CORNER OF SAID SECTION 31, AND POINT OF BEGINNING.

PARCEL CONTAINS 160 ACRES, MORE OR LESS

THIS IS NOT A SURVEY

TIMOTY LEE MANN PROFESSIONAL SURVEYOR AND MAPPER FLORIDA CERTIFICATE NO. LS# 5838

DATE SIGNED: 3-9-2000

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NOTES:

1. BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER AS BEARING S.00'50'31"E.

- 2. DISTANCES ARE IN FEET AND DECIMALS THEREOF.
- 3. PARCEL IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS AND RIGHT-OF-WAYS (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN).



LB# 7071

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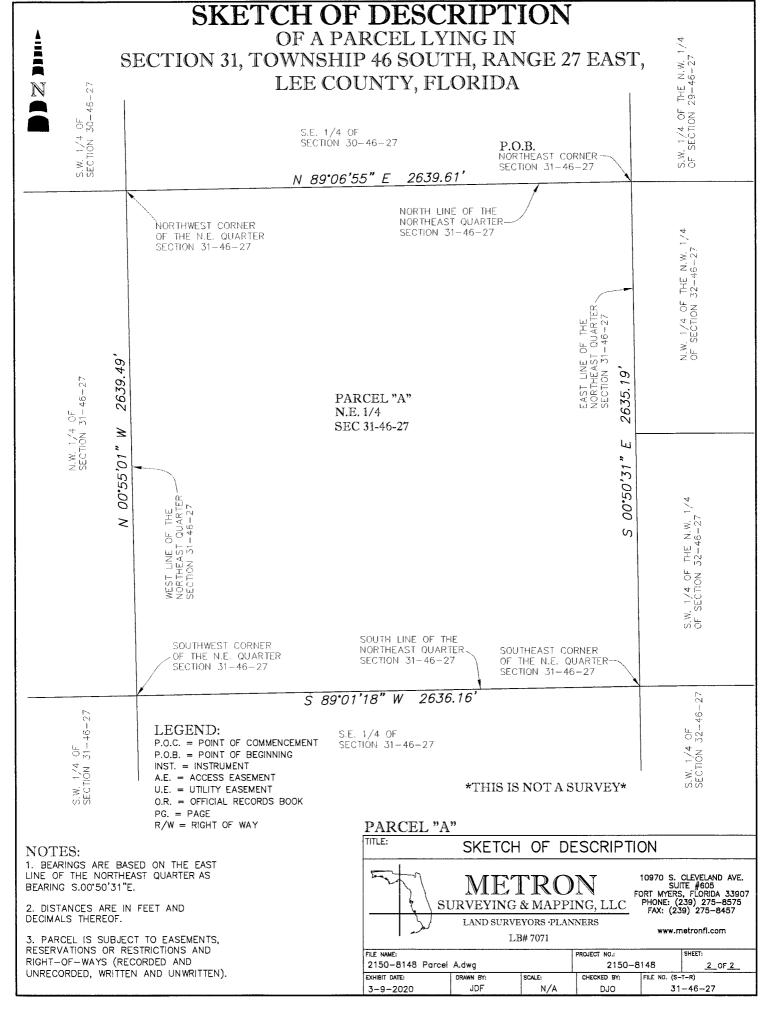


Exhibit "B"

Legal Description and Sketch of Exchange Parcel B

EGAL DESCRIPTION

OF A PARCEL LYING IN SECTION 30, TOWNSHIP 46 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA

PARCEL "B"

A PARCEL OF LAND BEING PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 46 SOUTH, RANGE 27 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 30; THENCE N.00'47'51"W. ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30 FOR A DISTANCE OF 2647.70 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE N.00°55'29"W. ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30 FOR A DISTANCE OF 964.08 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 312.00 FEET; THENCE ALONG SAID CURVE AND LEAVING SAID EAST LINE THROUGH A CENTRAL ANGLE OF 09'07'21", A CHORD BEARING OF N.87'31'43"W., A CHORD LENGTH OF 49.62 FEET AND AN ARC LENGTH OF 49.68 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 888.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°29'25", A CHORD BEARING OF S.86'47'15"W., A CHORD LENGTH OF 315.88 FEET AND AN ARC LENGTH OF 317.57 FEET; THENCE S.77°14'38"W. FOR A DISTANCE OF 62.11 FEET; THENCE N.12°03'17"W. FOR A DISTANCE OF 94.00 FEET TO THE BEGINNING OF A NON—TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2443.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07'30'35", A CHORD BEARING OF N.74°11'25"E., A CHORD LENGTH OF 319.97 FEET AND AN ARC LENGTH OF 320.20 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 63.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 71'21'37", A CHORD BEARING OF N.34.45'19"E., A CHORD LENGTH OF 73.49 FEET AND AN ARC LENGTH OF 78.46 FEET; THENCE N.00°55'29"W. FOR A DISTANCE OF 103.26 FEET; THENCE S.89°04'31"W. FOR A DISTANCE OF 139.34 FEET; THENCE N.51°47'35"W. FOR A DISTANCE OF 146.48 FEET; THENCE S.87°13'04"W. FOR A DISTANCE OF 160.70 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2105.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13'07'41", A CHORD BEARING OF S.84'24'17"W., A CHORD LENGTH OF 481.26 FEET AND AN ARC LENGTH OF 482.32 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85'35'13", A CHORD BEARING OF N.46°14'16"W., A CHORD LENGTH OF 271.74 FEET AND AN ARC LENGTH OF 298.76 FEET; THENCE N.03'26'39"W. FOR A DISTANCE OF 852.69 FEET; THENCE N.89'30'04"E. FOR A DISTANCE OF 1123.96 FEET; THENCE N.00°55'29"W. FOR A DISTANCE OF 238.25 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF CORKSCREW ROAD; THENCE N.89'32'30"E. ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 92.00 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE S.00°55'29"E. LEAVING SAID RIGHT-OF-WAY AND ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30 FOR A DISTANCE OF 1635.14 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 30.3 ACRES, MORE OR LESS.

THIS IS NOT A SURVEY

NOTES:

1. BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 46 SOUTH, RANGE 27 EAST AS BEARING S.00'55'29"E.

. DISTANCES ARE IN FEET AND DECIMALS THEREOF.

3. PARCEL IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS AND RIGHT-OF-WAYS (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN).

TIMOTHY LEE MANN

PROFESSIONAL SURVEYOR AND MAPPER FLORIDA CERTIFICATE NO. LS# 5838

DATE SIGNED: 3-9-2480

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

PARCEL "B"

TITLE:

SKETCH OF DESCRIPTION



10970 S. CLEVELAND AVE. SUITE #605 FORT MYERS, FLORIDA 33907 PHONE: (239) 275—8575 FAX: (239) 275—8457

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LB# 7071 SHEET: FILE NAME PROJECT NO .: 2150-8148 Parcel B.dwg 2150-8148 1 OF 2 EXHIBIT DATE: SCALE: CHECKED BY: FILE NO. (S-T-R) DRAWN BY N/A 30-46-27 3-9-2020 DJO

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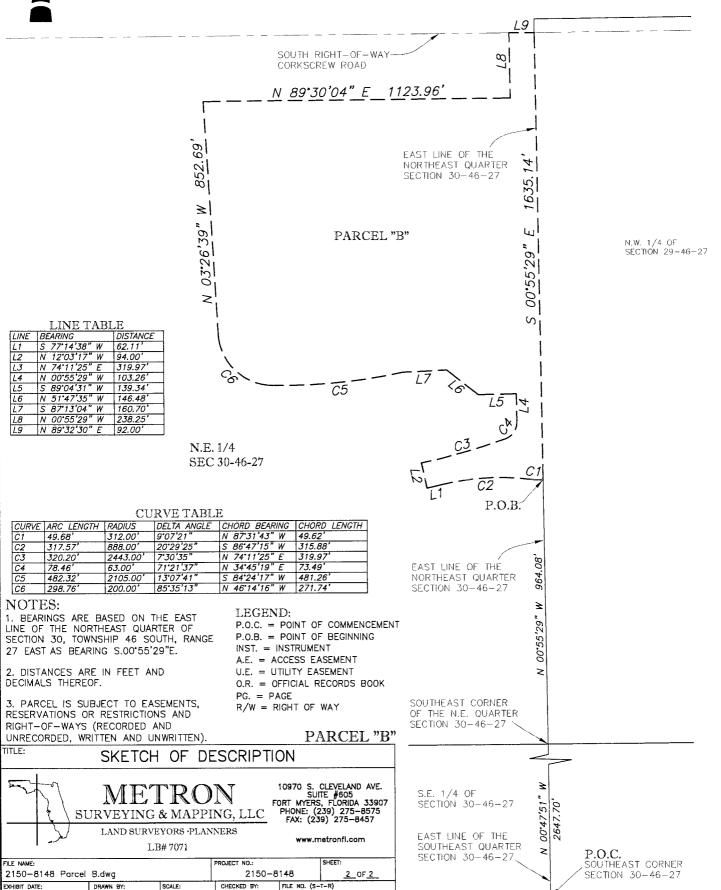
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N/A

DJO

SKETCH OF DESCRIPTION

OF A PARCEL LYING IN SECTION 30, TOWNSHIP 46 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA



30-46-27

Appendix "B"

Official Florida Department of Transportation ("DOT") General Highway County map, as well as two more detailed maps, for each affected county depicting the boundary lines established by the territorial agreement, in accordance with Rule 25-6.0440, F.A.C.

