

## BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint Petition of Tampa Electric Company and the City of Lakeland, Florida, on behalf of its municipal utility, Lakeland Electric, for Approval of Temporary Services.

DOCKET NO. \_\_\_\_\_

FILED: December 23, 2024

**JOINT PETITION FOR APPROVAL OF  
TEMPORARY SERVICES**

Tampa Electric Company (“Tampa Electric”) and the City of Lakeland, Florida, on behalf of its municipal utility, Lakeland Electric (“Lakeland Electric”) (collectively, the “Joint Petitioners” or “Parties,” and “Party” for singular references), pursuant to section 366.04(2)(d), Florida Statutes (2023), and rules 25-6.0440 and 28-106.201 of the *Florida Administrative Code*, jointly petition the Florida Public Service Commission (“Commission”) to approve temporary retail electric services (1) by Lakeland Electric to customers to be located in a new development in Tampa Electric’s electric service area, and (2) by Tampa Electric to customers to be located in a new development in Lakeland Electric’s electric service area. In support, the Joint Petitioners state:

1. Tampa Electric and Lakeland Electric are parties to a currently effective territorial agreement dated May 20, 1991, delineating their respective service territories (the “Agreement”), approved by the Commission in Docket No. 920251-EU, which was first amended by an amendment, dated August 17, 1998, which first amendment was approved by PSC Order No. PSC-99-0024-FOF-EU, issued January

4, 1999, in Docket No. 981263-EU, and second amended by an amendment dated February 3, 2014, which second amendment was approved by PSC Order No. PSC-14-0268-PAA-EU, issued May 28, 2014, in Docket No. 140054-EU, and consummated by Order No. PSC-14-0324-CO-EU issued June 24, 2014.

2. For purposes of this Joint Petition, names, mailing addresses and other contact information of the persons authorized to receive notices and communications are:

For Tampa Electric:

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For Lakeland Electric:

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3. Tampa Electric has requested Lakeland Electric to extend and provide retail electric service to 39 lots within a new development, referred to as Shaller Preserve Subdivision, currently located within Tampa Electric's Commission approved retail electric service territory. Lakeland Electric has also requested Tampa Electric to extend and provide retail electric service to a new development, referred to as Phase 2 of Cadence Crossing, currently located within Lakeland Electric's Commission approved retail electric service territory. In analyzing these requests for service, it appears to both Parties that it would be more economical and expeditious for Lakeland Electric to extend and provide retail electric service to the identified portion of Shaller Preserve Subdivision and for Tampa Electric to extend and provide retail electric service to Phase 2 of Cadence Crossing, both on a temporary basis, as each such new development lies in the other Party's electric service territory, given the fact that in both cases, the other Party has distribution facilities that are closer and are ready and able to provide service.

4. Such temporary service is provided for under section 2.2 of the Parties' Commission approved Agreement. The Agreement provides:

TEC and LAKELAND recognize that in exceptional circumstances, economic constraints on either utility or good engineering practices may indicate that a Customer's temporary end use and/or small discrete

service areas and/or future retail Customers should not be immediately served by the utility in whose service territory they are located. In such instances, upon written request by the utility in whose territory the end use facility is located to the other utility, the other utility may agree in writing to provide service to such Customer's temporary end use, small discrete service areas and future retail Customers. Such agreements shall be submitted to the Florida Public Service Commission in accordance with Article IV, Section 4.1 hereof.

5. The Parties have entered into a Letter of Intent (attached hereto as Exhibit "A"), which provides for their discussions to negotiate and agree to an appropriate amendment to the Agreement and to seek the Commission's approval of the same. However, the developers of both the Shaller Reserve Subdivision and Phase 2 of Cadence Crossing desire to move forward with their respective residential developments in a time frame that may not provide for the Parties to develop and negotiate an amendment to the Agreement, and for the PSC's consideration and approval of an amendment to the Agreement, in full. The Parties understand the developers must in a short time frame make design and equipment purchase decisions that are impacted by which of the two utilities, Tampa Electric or Lakeland Electric, ultimately will provide retail service to the new developments. To permit the developers to make their design and acquisition decisions without disruption, to avoid the uneconomic duplication of facilities, and to be responsive utility providers, taking into account the needs and schedule of the developers, Tampa Electric and Lakeland Electric have agreed to work together as set forth in the Letter of Intent.

6. In the furtherance of the Letter of Intent, Tampa Electric has requested Lakeland Electric to provide temporary service pursuant to its letter (attached at

Exhibit “B”) and Lakeland Electric has requested Tampa Electric to provide temporary service pursuant to its letter (attached as Exhibit “C”). Each of the Parties has agreed to extend and provide electric service as requested.

7. Such service by each Party, if approved by the Commission pursuant to this Joint Petition, is temporary in so far as there is not yet an amendment to the Agreement, negotiated and prepared for submission to the Commission for approval, to determinatively amend the boundaries of the Parties’ respective electric service boundaries to provide for the referenced new developments. The Parties will cooperate to negotiate, draft and submit such amendment to the Commission upon approval of the provision of temporary services provided herein.

8. The Commission has approved temporary service for the Parties in the past in Docket No. 970999-EU, as approved by PSC Order No. PSC-97-1485-FOF-EU, issued November 24, 1997. While that previous order of the Commission is precedent for the Commission’s approval of temporary service for the Parties pursuant to the Agreement, the facts and circumstances of the Shaller Preserve Subdivision and Phase 2 of Cadence Crossing, at issue in this Joint Petition, do not share any factual similarity with that earlier temporary service request. Neither the Shaller Preserve Subdivision nor Phase 2 of Cadence Crossing have existing customers that are impacted by this Joint Petition.

WHEREFORE, consistent with the provisions contained in the Commission approved Agreement, the Joint Petitioners respectfully ask the Commission to approve (1) Lakeland Electric's extending and providing retail electric service to Shaller Reserve Subdivision, currently in Tampa Electric's electric service territory, and (2) Tampa Electric's extending and providing retail electric service to Phase 2 of Cadence Crossing, currently in Lakeland Electric's electric service territory, as described in this Joint Petition and its Exhibits.

Respectfully submitted this 23 rd day of December, 2024.

*/s/ Malcolm N. Means*

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*Counsel for Tampa Electric Company*

*/s/ Jody Lamar Finklea*

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Florida Bar No. 0336970

*Counsel for the City of Lakeland, Florida, on  
behalf of its municipal utility, Lakeland Electric*

Exhibit A

LETTER OF INTENT

## Letter of Intent

In accordance with discussions among representatives of Tampa Electric Company (“TEC”) and the City of Lakeland, Florida, on behalf of its municipal utility, Lakeland Electric (“LAK”) (each of TEC and LAK being individually a “Party”, and together the “Parties”), this letter of intent (“Letter of Intent”) sets forth the current understanding of the Parties with respect to exploring the potential business opportunity set forth in Part One – Section 1 of this Letter of Intent (the “Business Opportunity”). The parties desire to work together through June 30, 2025, or such later date as the Parties may agree to in writing (the “Evaluation Period”), to evaluate the Business Opportunity.

Upon acceptance and execution by the Parties of this Letter of Intent, only the provisions contained in Part Two of this Letter of Intent (the “Binding Provisions”) will become final and binding upon the Parties, and the Parties will commence good faith efforts to evaluate the Business Opportunity in accordance with the terms contained in Part Two hereof. The Parties understand and agree that none of the provisions of Part One of this Letter of Intent will become binding on the Parties until the execution and delivery by the Parties of, and then only to the extent reflected in, mutually acceptable agreements setting forth all of the terms and conditions for the Parties to develop the Business Opportunity (collectively, the “Definitive Agreements”). The Parties understand and agree that they are under no obligation to enter into any such arrangement relating to Business Opportunity and that no obligation of such nature shall exist or be binding on the Parties until the execution and delivery by the Parties of, and then only to the extent reflected in, Definitive Agreements setting forth all of the terms and conditions of such an arrangement which is beyond the scope of this Letter of Intent. The negotiation and execution of any such final Definitive Agreement is expressly conditioned upon approval by LAK’s City Commission.

### **PART ONE**

The sections set forth in Part One of this Letter of Intent are not intended to create or constitute any legally binding obligation on the part of any Party to this Letter of Intent.

1. Scope of Evaluation. Under this Letter of Intent, the Parties intend to evaluate the following Business Opportunity:

TEC and LAK will pursue a territory adjustment with the Florida Public Service Commission (“FPSC”) of their respective service territories. The territories would be adjusted as follows:

- LAK’s territory would be extended east in the Shaller Preserve Subdivision to add 39 lots to LAK’s service territory as shown in **Exhibit A**.
- TEC’s territory would be extended west in the Cadence Crossing Subdivision to add all of Phase 2 of Cadence Crossing, which is 34 lots and includes street lighting and electric service to a well pump, as shown in **Exhibit B**.

The Parties will each begin engineering and design to accomplish service in their respective revised service territories at their own cost, expense, and risk. However, both Parties acknowledge and



agree that no facilities may actually be installed unless and until the FPSC issues a final, non-appealed order approving the new service territories.

LAK will take the lead on drafting a territorial agreement and joint petition for submittal to the FPSC to update the territorial agreement between LAK and TEC and jointly agree on the revised service territories. LAK will submit the draft to TEC. The Parties will work together to reach a mutually agreeable territorial agreement and joint petition for submittal to the FPSC and pursue the petition to a final order. Prior to submittal to the FPSC, the proposed joint petition shall be provided to LAK's City Commission for approval.

## PART TWO

Upon execution of this Letter of Intent, the sections set forth in Part Two of this Letter of Intent are the legally binding and enforceable agreements of TEC and LAK.

1. Fees and Expenses. Each Party shall bear and be solely responsible for its own costs and expenses (including its attorneys' fees) incurred by it in connection with this Letter of Intent and/or the evaluation of Business Opportunity, including, without limitation, costs and expenses relating to the preparation of Definitive Agreements up to and including any and all costs and expenses to achieve the execution of the Definitive Agreements. To the extent the Parties desire to jointly engage third party consultants to assist the Parties in their evaluation of the Business Opportunity and to share in the costs of such engagement, the sharing of such fees and expenses must be expressed in writing signed by representatives of each of the Parties.
2. Good Faith Negotiations; Letter of Intent Termination.
  - (a) The Parties agree to evaluate in good faith the Business Opportunity during the Evaluation Period. The Evaluation Period is expected to continue for a period of approximately 9 months until June 30, 2025 or such later date as the Parties agree to in writing; however, either Party may terminate the Evaluation Period with regard to some or all of the Business Opportunity early by delivering to the other Party a written notice that it is no longer interested in further evaluation of such Business Opportunity or any joint venture related thereto which notice shall cause the Evaluation Period to terminate with immediate effect with regard to such Business Opportunity in such written notice.
  - (b) To the extent Definitive Agreements are entered into with regard to the Business Opportunity, this Letter of Intent shall automatically be terminated/superseded by such Definitive Agreements with regard to the Business Opportunity therein provided.
  - (c) If not otherwise terminated in accordance with the provisions of (a) and (b) of Section 2 of Part II of this Letter of Intent, this Letter of Intent shall automatically expire and be of no further force or effect, except as provided in Section 10 below, as of and after June 30, 2025

- (d) Upon expiration or termination of this Letter of Intent, the Parties hereto shall have no further obligations hereunder except as specifically set forth herein.
3. Confidentiality. The Parties entered into that certain Confidentiality Agreement dated as of January 31, 2023 (the “Confidentiality Agreement”). Except as otherwise expressly provided below in this paragraph, the terms of such Confidentiality Agreement are incorporated herein. Each Party agrees to keep the existence and terms of this Letter of Intent and the discussions regarding the Business Opportunity contemplated herein confidential except to the extent disclosure is required by law or regulatory authority, provided that, LAK acknowledges and agrees that TEC has the right and will disclose this Letter of Intent and any discussions or other information relating to Business Opportunity with its affiliates, including Emera, Inc. and Emera, Inc.’s subsidiaries. In the event Definitive Agreements are not executed by the Parties, the obligations set forth in this paragraph shall survive the expiration or termination of this Letter of Intent for a period of one (1) year.
4. Public Statement. During the Evaluation Period, the content of all announcements regarding the Business Opportunity or any aspects of this Letter of Intent or disclosures made in connection with applying for regulatory approval of the Business Opportunity shall be mutually agreed upon in writing in advance. Notwithstanding the aforementioned sentence, both Parties shall be entitled, without consent of the other Party, to satisfy their disclosure obligations under applicable securities laws (a matter to be determined in its sole discretion) or the rules of any applicable securities exchange. Nothing herein shall be construed to prohibit disclosure required pursuant to Florida Statute Chapter 119, the Florida Public Records Act.
5. Entire Agreement. The provisions of Part Two of this Letter of Intent together with the Confidentiality Agreements constitute the entire agreement between the Parties and supersede all prior oral or written agreements, understandings, representations and warranties and courses of conduct or dealings between the Parties on the subject matter set forth in this Letter of Intent. The provisions of this Letter of Intent may only be amended or modified by a writing executed by each of the Parties.
6. Assignment. This Letter of Intent shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. No Party may assign its rights or obligations under this Letter of Intent without the prior written consent of the other Parties, each in its sole discretion. Notwithstanding the foregoing, each Party may assign its rights and obligations hereunder to an affiliated entity for the purpose of participating in the Business Opportunity subject to prior written notice provided to the other Party.
7. Notice. Any official notice to be given under this Letter of Intent shall be in writing unless otherwise provided herein. Notice shall be directed to the counterparty utilizing the contact information set forth below or such other contact information as subsequently provided by either party to the other in writing. Notice shall be deemed to have been sufficiently provided if properly delivered via (i) courier to the physical address and attention of the counterparty as provided below and as evidenced by courier’s written acknowledgment of delivery; (ii) facsimile transmission directed to the attention of and facsimile number for

the counterparty as provided below and as evidenced by sender's facsimile transmission number for the counterparty as provided below and as evidenced by sender's facsimile transmission of confirmation page; (iii) nationally recognized overnight courier (with all fees pre-paid) as indicated in a shipment notification provided by the carrier, or (iii) certified or registered U.S. mail, return receipt requested, with sufficient prepaid postage and addressed to the counterparty as provided below and as evidenced by the postmaster's written acknowledgment of delivery:

If to TEC: Tampa Electric Company  
702 North Franklin Street  
P.O. Box 111  
Tampa, Florida 33601-0111  
Attention:

with a copy to: Tampa Electric Company  
702 North Franklin Street  
P.O. Box 111  
Tampa, Florida 33601-0111  
Attention:


If to LAK: Lakeland Electric  
501 E. Lemon Street  
Lakeland, Florida 33801  
Attn: Michael Beckham, General Manager  
Email: [Michael.beckham@lakelandelectric.com](mailto:Michael.beckham@lakelandelectric.com)

8. Governing Law; Consent to Jurisdiction. This Letter of Intent and the business activity contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to principles of conflicts of law. The Parties each hereby consent to the exclusive jurisdiction of the state and federal courts located within the State of Florida over their respective persons and the subject matter hereof.
9. Dispute Resolution. In the event disputes arise out of or in connection with the Parties' obligations hereunder, senior executives of the Parties who have the authority to settle such disputes shall negotiate in good faith for a period of at least fifteen (15) business days in an attempt to achieve a resolution of any such dispute prior to either Party taking any action to enforce its rights under this Letter of Intent.
10. Survival. The expiration of the Evaluation Period will not affect the liability of a Party for breach of any of the provisions of Part Two of this Letter of Intent prior to expiration. This Part Two shall survive any such expiration or earlier termination.
11. Counterparts. This Letter of Intent may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement. Each of the representatives of the Parties signing this Letter of Intent warrants and represents to the other that he, she or it has the actual authority to

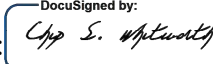
sign this Letter of Intent on behalf of the Party for whom he, she or it is purporting to represent.


- 12. No Liability. The provisions set forth in Part One of this Letter of Intent do not constitute and will not give rise to any legally binding obligation on the part of either Party. Additionally, except as expressly provided in Part Two of this Letter of Intent (or as may be otherwise agreed in writing in the future), no past or future action, course of conduct or failure to act relating to the Business Opportunity, or relating to the negotiation of, or the failure to negotiate, the Definitive Agreement(s) will give rise to any obligation or other liability on the part of the Parties.
- 13. No Consequential or Punitive Damages. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER BY STATUTE, IN TORT OR CONTRACT OTHERWISE, UNDER OR AS A RESULT OF THIS LETTER OF INTENT.
- 14. No Waiver. This Letter of Intent is not a waiver by LAK of any contract rights that LAK has under any of its agreements with TEC and it will not be construed nor deemed to be a waiver by LAK in any event. This Letter of Intent is also not a waiver by TEC of its contract rights that TEC has under any of its agreements with LAK and will not be construed nor deemed to be a waiver by TEC in any event.
- 15. Relationship of the Parties. The Parties do not intend by this Letter of Intent to form a partnership, corporation or an entity taxable as a corporation. Except as expressly provided in Part Two of this Letter of Intent, this Letter of Intent is not intended to restrain the Parties from engaging in any other present or future business activities. Neither Party may bind the other Party without the express written consent of that Party. Except for the limited undertakings expressly set forth in Part Two of this Letter of Intent, the Parties hereto do not intend to be bound beyond the term of this Letter of Intent. Each Party shall perform its duties herein as an independent contractor. No provision in this Letter of Intent shall be considered to create the relationship of employer and employee, partnership, joint venture or other association between the Parties.

Lakeland Electric

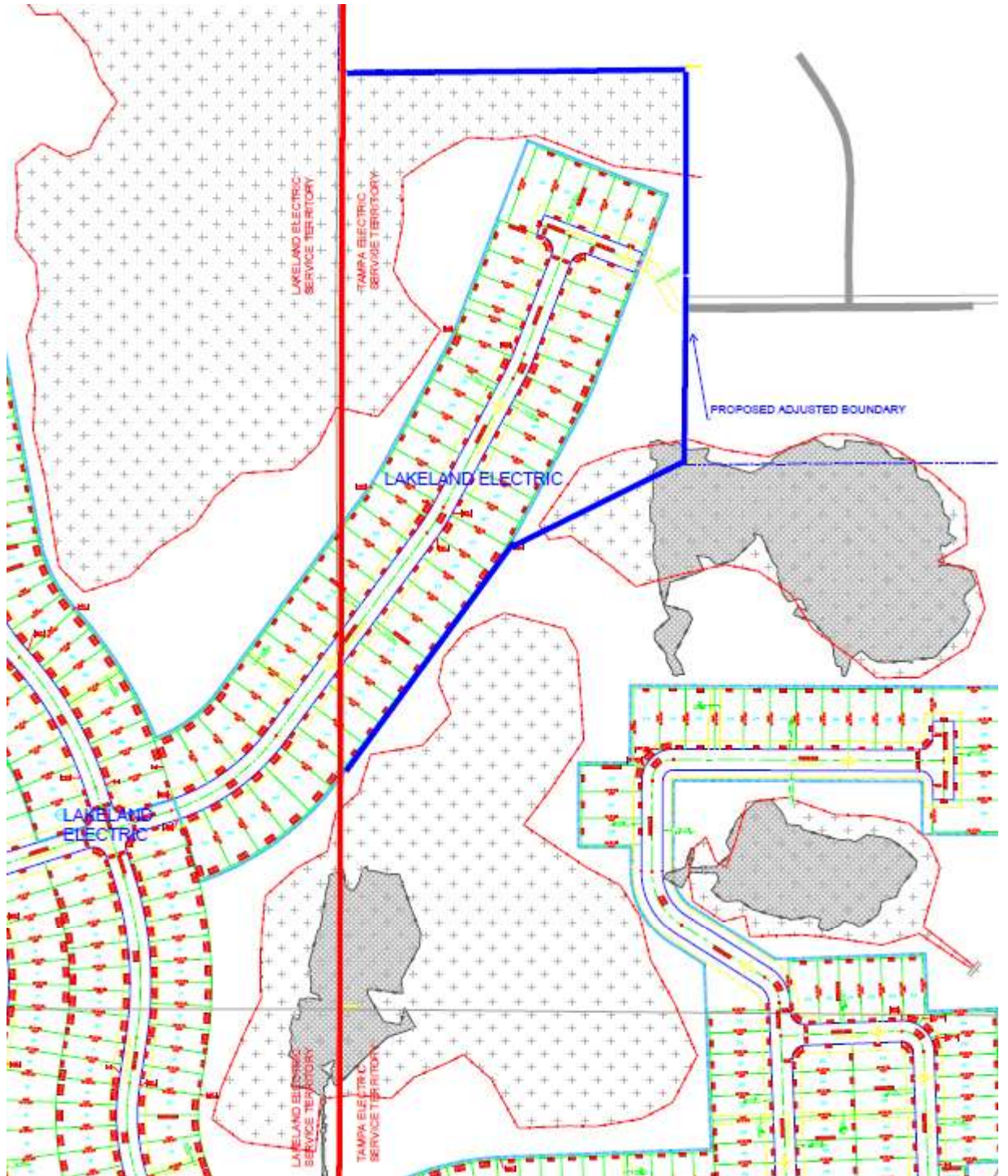
By:   
 Name: Michael Beckham  
 Title: General Manager

Tampa Electric Company

DocuSigned by:  
 By:   
 Name: Chip S. Whitworth  
 Title: Vice President - Electric Delivery

Signed by:  
 By:   
 Name: Penelope Rusk  
 Title: Vice President - Regulatory Affairs

### Exhibit A



### Exhibit B

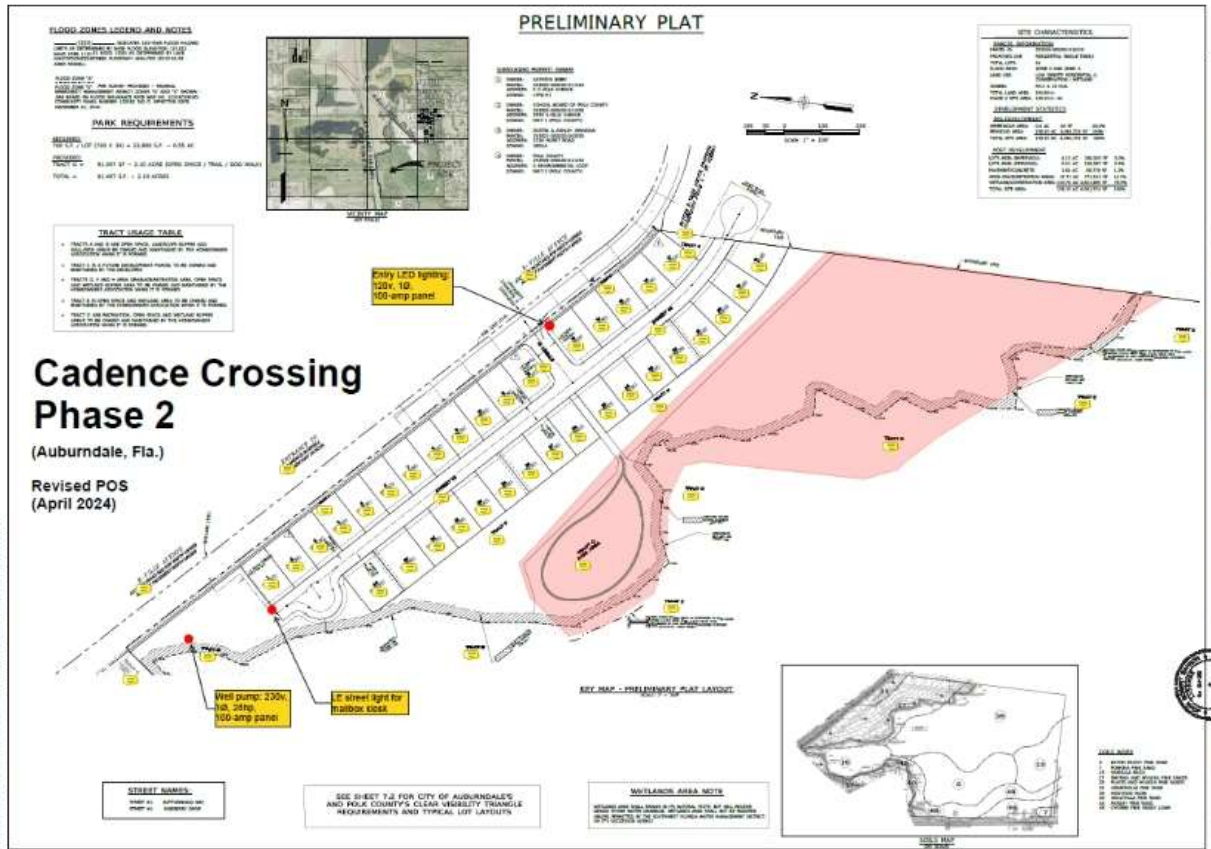


Exhibit B

TAMPA ELECTRIC LETTER



December 11, 2024

Lakeland Electric  
501 E Lemon Street  
Lakeland, Florida  
33801

RE: TEMPORARY RETAIL ELECTRIC SERVICE TO NEW DEVELOPMENTS

Pursuant to the enclosed Letter of Intent between Tampa Electric Company and the City of Lakeland, Florida, on behalf of its municipal utility, Lakeland Electric (the "LOI"), Tampa Electric Company ("TECO") hereby requests that Lakeland Electric ("LE") extend and provide temporary retail electric service to the Shaller Preserve Subdivision as described in the LOI, including its Exhibit A, which is currently located within TECO's electric service territory.

TECO would need to extend facilities to serve the Shaller Preserve Subdivision, where LE already has nearer facilities and, as we have discussed, is ready and able to provide service.

This request is being made pursuant to section 2.2 of the territorial agreement between LE and TECO, entered into May 20, 1991, as approved by the Florida Public Service Commission (the "PSC") and as subsequently amended, including PSC approvals of such amendments (the "Agreement"). This temporary service request is due to exceptional circumstances, as the developer the Shaller Preserve Subdivision desires to move forward with its residential development in a time frame that may not provide for the parties to develop and negotiate an amendment to the Agreement, and for the PSC's consideration and approval of an amendment to the Agreement, in full. We understand the developer must in a short time frame make design and equipment purchase decisions that are impacted by which of the two utilities, TECO or LE, ultimately will provide retail service to the new development.

To permit the developer to make its design and acquisition decisions without disruption, to avoid the uneconomic duplication of facilities, and to be a responsive utility provider, taking into account the needs and schedule of the developer, TECO and LE have agreed to work together as set forth in the LOI and as memorialized in TECO's request set forth in this letter.

Also as provided in the LOI, if LE requests it of TECO, TECO will extend and provide temporary electric retail service to Phase 2 of Cadence Crossing as described in the LOI, including its Exhibit B, which is currently located within LE's electric service territory. Pursuant to our discussions, we understand this temporary service to Phase 2 of Cadence Crossing is due to the same exceptional



Lakeland Electric  
December 10, 2024  
Page 2

circumstances involving TECO's request for the Shaller Preserve Subdivision.

The temporary service arrangements contemplated by TECO's request pursuant to this letter, and as described in the LOI, are intended by the parties to be in place only for so long as it takes the parties to secure the PSC's approval of a final and definitive amendment to the Agreement to make the corresponding and appropriate boundary changes permanent.

We would appreciate LE's prompt written response to this letter, to enable the parties to work toward promptly presenting the temporary service agreements to the PSC for approval, as contemplated in section 2.2 of the Agreement.

Sincerely,



Penelope Rusk  
Vice President, Regulatory Affairs  
Tampa Electric Company

Exhibit C

LAKELAND ELECTRIC LETTER



Michael Beckham  
General Manager  
Lakeland Electric  
863.834.6559

E-mail: Michael.Beckham@lakelandelectric.com

December 18, 2024

Tampa Electric Company  
P.O. Box 111  
Tampa, Florida 33601-0111

**RE: TEMPORARY RETAIL ELECTRIC SERVICE TO NEW DEVELOPMENTS**

LE has received TECO's request to extend and provide temporary retail electric service to the Shaller Preserve Subdivision as described in the LOI, including its Exhibit A, which is located within TECO's electric service territory. LE hereby agrees to extend and provide such temporary service as described in your letter and the LOI.

LE also hereby confirms its request of TECO, as described in your letter, for TECO to extend and provide temporary retail electric service to Phase 2 of Cadence Crossing as described in the LOI, including its Exhibit B, which is currently located within LE's electric service territory. Pursuant to the terms of your letter, this request memorializes TECO's agreement to so extend and provide such temporary service.

As we have discussed and as set forth in your letter, the temporary service arrangements contemplated by TECO's and LE's requests pursuant to our exchange of letters, and as described in the LOI, are intended by the parties to be in place only for so long as it takes the parties to secure the PSC's approval of a final and definitive amendment to the Agreement to make the corresponding and appropriate boundary changes permanent.

We appreciate TECO's cooperation in addressing the utility needs of the affected new residential developments. And, we look forward to working with TECO to promptly present the temporary service agreements to the PSC for approval, as contemplated in section 2.2 of the Agreement.

Very truly yours,

Michael Beckham  
General Manager  
Lakeland Electric  
501 E. Lemon Street  
Lakeland, Florida 33801

501 E. Lemon St. ♦ Lakeland, Florida 33801

Phone: 863.834.6300 ♦ Fax: 863.834.6344

