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January 21, 2025

VIA ELECTRONIC FILING

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

Re: Docket 20240171-EU – Joint Petition for Approval of Temporary Services between Tampa Electric Company and the City of Lakeland, d/b/a Lakeland Electric

Dear Mr. Teitzman:

Attached for filing on behalf of Tampa Electric Company and Lakeland Electric are the joint petitioners' answers to Staff's First Data Request (Nos. 1-9) served via email on January 10, 2025.

Thank you for your assistance in connection with this matter.

Sincerely,

A handwritten signature in blue ink that reads 'Malcolm N. Means'.

Malcolm N. Means

MNM/bml
Attachment

cc: Devan Prewett, Public Utility Analyst, FPSC (dprewett@psc.state.fl.us)
Michael Barrett, Economist Supervisor (mbarrett@psc.state.fl.us)
TECO Regulatory

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Answers, filed on behalf of Tampa Electric Company and the City of Lakeland, has been furnished by electronic mail on this 21st day of January 2025 to the following:

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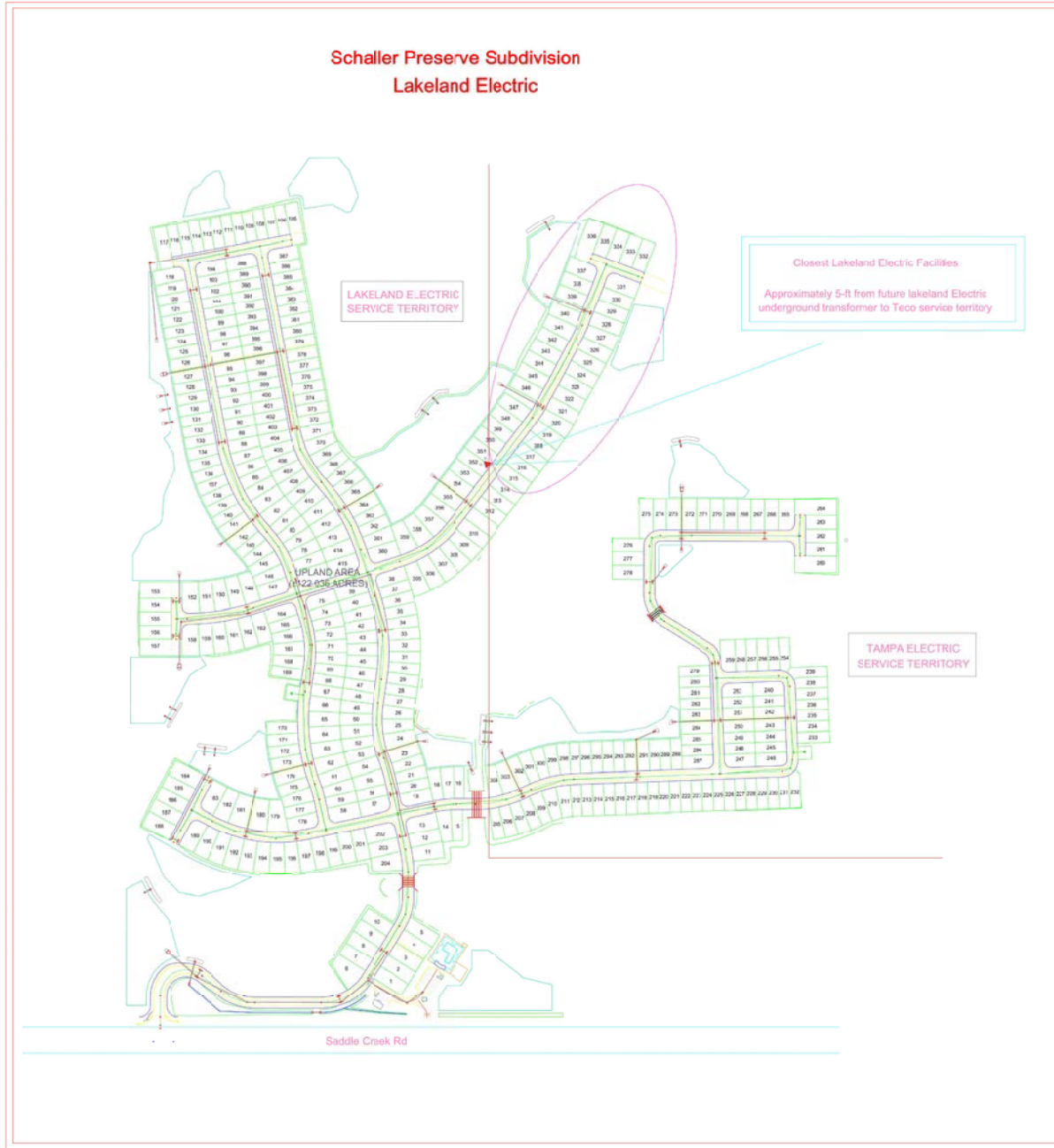
ATTORNEY

1. Paragraph 3 of the Joint Petition (Petition) states, in part, that “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 Company’s Commission approved retail electric service territory.”
 - A. Paragraph 3 states that the Petition, if approved, would allow Lakeland Electric to extend electric service to an identified portion of the Shaller Preserve Subdivision on a temporary basis (i.e. temporary service agreement, per Agreement, Article II, Section 2.2). Please describe with specificity what temporary service will be provided, what end-use customers will receive that service, when such service will be initiated, and under what tariff such service would be provided.
 - B. What is the approximate route distance (in footage) from the Shaller Preserve Subdivision to the nearest connection point to Lakeland Electric grid facilities? Describe the facilities required to gain access to the subdivision.
 - C. Please provide an estimate of the construction costs Lakeland Electric would incur in order to provide temporary service Shaller Preserve Subdivision.
 - D. What is the approximate route distance (in footage) from the Shaller Preserve Subdivision to the nearest Tampa Electric grid facilities?
 - E. If Tampa Electric were to serve the Shaller Preserve Subdivision (rather than pursue the actions proposed in this pleading), what estimated construction costs would it incur to do so?
 - F. Assuming approval of the instant pleading, will the serving facilities that Lakeland Electric will provide be installed for temporary service (to later be removed), or will they instead be installed as permanent facilities?
 - G. Provide any documents, worksheets, or work papers that provide support for Lakeland Electric extending facilities and providing retail electric service to Shaller Preserve Subdivision to avoid uneconomic duplication of services.
 - H. What is the proposed schedule of development of electric service installations and grid development to serve Shaller Preserve, assuming the Commission approves the Petition at its March 4, 2025 Agenda Conference?
- A. a. Lakeland Electric will provide temporary service to 39 lots within Shaller Preserve Subdivision. The service will be standard residential electric service and lighting service pursuant to Lakeland Electric’s tariffs on file with

the Commission. The service is temporary in that it will only last until the Commission makes a decision on the Joint Petitioner's subsequent request for a permanent territorial amendment. Lakeland Electric will not initiate service unless and until the Commission approves this request for approval of temporary service.

- b. Lakeland Electric already had plans to build out its system in Schaller Preserve within the company's existing service territory. The distance from the facilities that Lakeland is already planning to construct within its own service territory to the area receiving temporary service is approximately 5 feet.
- c. The estimated cost for Lakeland Electric to provide (permanent) service to the 39 lots within Schaller Preserve subdivision that is currently in Tampa Electric's service territory is approximately \$78,000 for the residential service.
- d. The approximate distance is 1,000 feet.
- e. The approximate cost will be \$105,000.
- f. Lakeland Electric does not plan to remove the facilities once installed. If the Commission were to approve this Joint Petition and subsequently deny Joint Petitioners' request for a territorial boundary change to make the temporary service permanent, then the Joint Petitioners subsequent would work together to determine whether removal or transfer of the facilities used to provide temporary service would be in the best interest of customers and make any subsequent filings with the Commission as ordered by the Commission or required under applicable law.
- g. Lakeland Electric's cost to extend facilities from the last equipment within Lakeland Electric existing service territory to feed the adjacent 39 lots will be negligible. **See the attached *Schaller Preserve Closest LE Facility map*.**
- h. The developer has informed Lakeland Electric that it anticipates initiating development work within 60-120 days of this filing. However, the developer has been waiting for this service territory arrangement to be approved in order to proceed. Lakeland Electric will work with the developer to coordinate the scheduling of the electric infrastructure as the site development progresses. The March 4th agenda conference date is helpful in allowing Lakeland Electric to communicate a certain timetable to the developer. Lakeland Electric will be ready to provide service depending on the developer's schedule.

TAMPA ELECTRIC COMPANY
DOCKET NO. 20240171-EU
STAFF'S 1ST DATA REQUEST
DATA REQUEST NOS. 1 - 3
FILED: JANUARY 21, 2025



2. Paragraph 3 of the Joint Petition states, in part, that “Lakeland Electric [requests] 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.”
- A. Paragraph 3 states that the Petition, if approved, would allow Tampa Electric to extend electric service to an identified portion of Cadence Crossing on a temporary basis (i.e. temporary service agreement, per Agreement, Article II, Section 2.2). Please describe with specificity what temporary service will be provided, what end-use customers will receive that service, when such service will be initiated, and under what tariff such service would be provided.
 - B. What is the approximate route distance (in footage) from Phase 2 of Cadence Crossing to the nearest connection point to Tampa Electric grid facilities? Describe the facilities required to gain access to the subdivision.
 - C. Please provide an estimate of the construction costs Tampa Electric would incur to provide temporary service to Phase 2 of Cadence Crossing.
 - D. What is the approximate route distance (in footage) from Phase 2 of Cadence Crossing to the nearest Lakeland Electric grid facilities?
 - E. If Lakeland Electric were to serve Phase 2 of Cadence Crossing (rather than pursue the actions proposed in this pleading), what estimated construction costs would it incur to do so?
 - F. Assuming approval of the instant pleading, will the serving facilities that Tampa Electric will provide be installed for temporary service (to later be removed), or will they instead be installed as permanent facilities?
 - G. Provide any documents, worksheets, or work papers that provide support for Tampa Electric extending facilities and providing retail electric service to Phase 2 of Cadence Crossing to avoid uneconomic duplication of services.
 - H. What is the proposed schedule of development of electric service installations and grid development to serve Phase 2 of Cadence Crossing, assuming the Commission approves the Petition at its March 4, 2025 Agenda Conference?
- A. a. Cadence Crossing Phase 2 is a new subdivision with 34 single family homes as well as two auxiliary services - well pump and lighting service. Lakeland Electric has completed installation of Electric Facilities in Phase 1 of Cadence Crossing and currently Tampa Electric Company is responsible for service to the Phase 3 portion of this new subdivision. Between the Phase 1 and Phase 3 sits the Phase 2 that

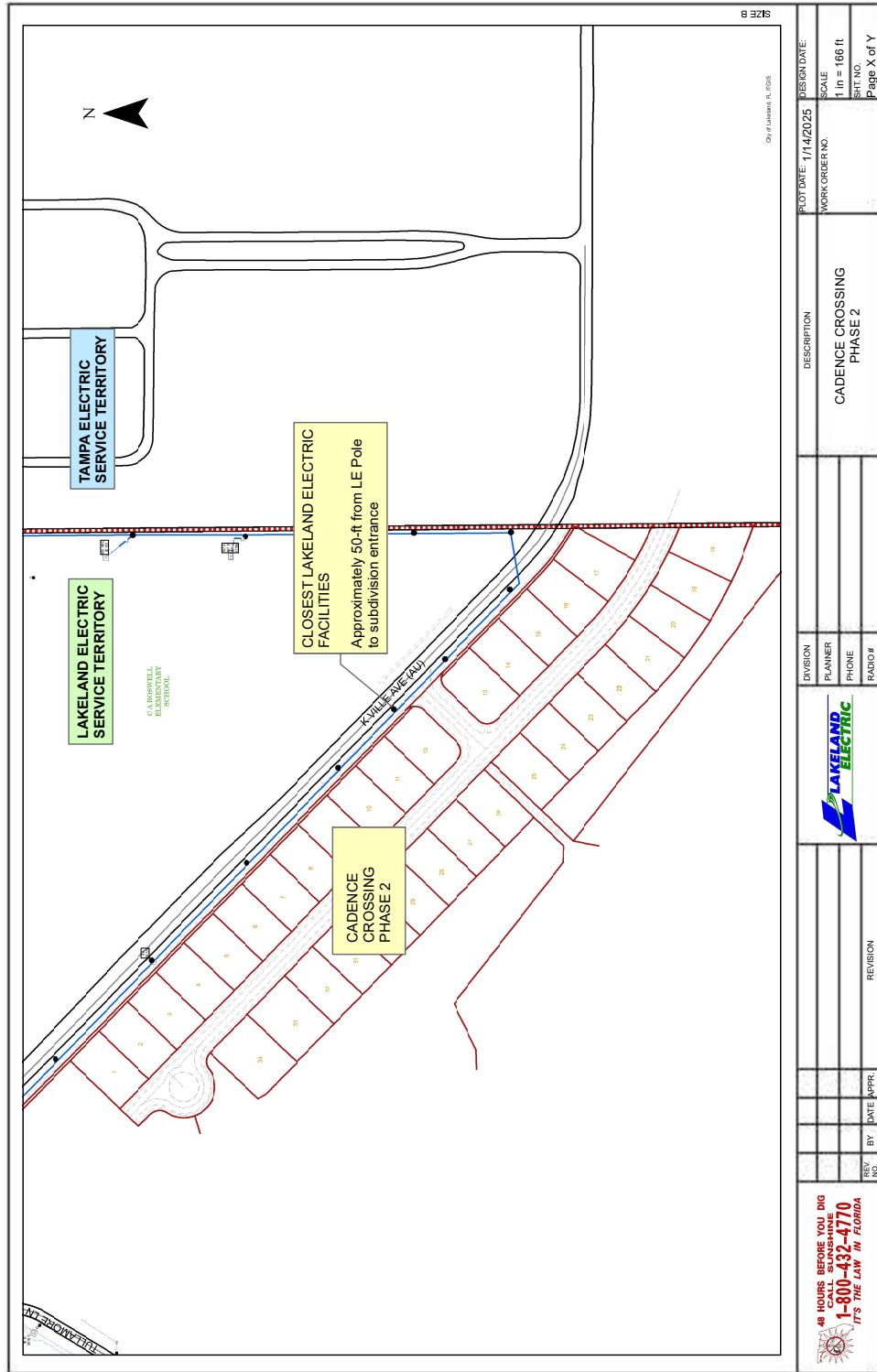
we are recommending that Tampa Electric now service. The services to this new development are still under review and ultimately pending the determination of the Commission's decision. Tampa Electric anticipates providing service primarily under its RS and LS-1 or LS-2 tariff with the potential for a GS or GSD customer as well.

- b. The approximate route distance (in footage) from Phase 2 of Cadence Crossing to the nearest connection point to Tampa Electric grid facilities is approximately 20 feet. Gaining access to the subdivision would require tapping off an existing overhead line and crossing K-Ville Ave, which Tampa Electric already plans to do to serve Phase 3 of the development. From that point, Tampa Electric would coordinate with the developer on primary routing and transformer placement throughout the subdivision.
- c. The approximate cost will be \$115,000.
- d. The distance from Lakeland Electric's existing 3-phase source is approximately 50 feet from the south side of K-Ville Avenue. **See the attached *Cadence Crossing Phase 2_Closest Existing Facility* map.**
- e. The estimated cost for Lakeland Electric to serve Phase 2 of Cadence Crossing is below:
 - Extend existing facilities to substation entrance: Negligible since Lakeland Electric existing facilities are already at the entrance of the subdivision
 - Inside Subdivision: approximately \$118,000. This figure includes amounts that, pursuant to Lakeland's policies and procedures for development, would be paid by the developer, but would be necessary to initiate electric service.
- f. Tampa Electric will install permanent facilities. If the Commission were to approve this Joint Petition and subsequently deny Joint Petitioners' request for a territorial boundary change to make the temporary service permanent, then the Joint Petitioners would work together to determine whether removal or transfer of the facilities used to provide temporary service would be in the best interest of customers and make any subsequent filings with the Commission as ordered by the Commission or required under applicable law.
- g. Please see Exhibit A to the Joint Petition, at page 7. As explained in the response to Data Request 2.a above, Tampa Electric is responsible for serving Cadence Crossing Phase 3 under the current territorial boundary.

Allowing Tampa Electric to serve Cadence Crossing Phase 2 will avoid uneconomic duplication of facilities because the same utility will serve both Phases.

- h. Tampa Electric is preparing to finalize engineering necessary to feed Cadence Crossing Phase 2 by mid-February 2025. At that time, and pending the Commission's decision on temporary service, the company will proceed with approval of engineering and then construction. Tampa Electric estimates it can energize Phase 2 of Cadence Crossing by the fourth quarter of 2025.

**TAMPA ELECTRIC COMPANY
DOCKET NO. 20240171-EU
STAFF'S FIRST DATA REQUEST
REQUEST NO. 2
BATES PAGE(S): 4 - 7
FILED: JANUARY 21, 2025**



48 HOURS BEFORE YOU DIG CALL SUNSHINE 1-800-432-4770 IT'S THE LAW IN FLORIDA		REV. NO. _____ BY _____ DATE _____ APPROVED _____ REVISION _____		DIVISION _____ PLANNER _____ PHONE _____ RADIO # _____	DESCRIPTION CADENCE CROSSING PHASE 2	PLOT DATE: 1/14/2025 WORK ORDER NO. _____	DESIGN DATE: _____ SCALE: 1 in = 166 ft SHEET NO. _____ Page X of Y
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3. Identify the specific facts and circumstances that impeded the Joint Parties from preparing a comprehensive territorial agreement amendment filing, compliant with the requirements of Rule 26-6.0440, F.A.C.
 - A. The Joint Parties are in fact preparing a comprehensive territorial amendment filing that complies with the requirements of Rule 25-6.0440, F.A.C. This process, however, entails a comprehensive review of the territorial boundaries between the two utilities. This process is time consuming and labor intensive on the part of the utilities and will entail a detailed review by Commission Staff. The timeline for completing, submitting, and obtaining a Commission decision on a comprehensive territorial agreement amendment filing is not consistent with the timeline for development of Schaller Preserve and Cadence Crossing. The Joint Parties are seeking approval of a temporary service agreement to provide electric service to these developers and allow for work on the subdivisions to proceed while the Joint Parties complete the comprehensive territorial agreement amendment.

4. For the purpose of this question, please refer to Exhibit A, Letter of Intent, attached to the Joint Petition.
- A. Part 1, Section 1 states, in part, that “The parties will each begin engineering and design to accomplish service in their respective revised service territories ... and that no facilities may actually be installed unless or until the FPSC issues a final, non-appealed order approving the new service boundaries.” The Joint Petition, in Paragraph 6, requests that the Commission approve the provision of retail electric service. Please reconcile what appears to be conflicting statements.
- B. Part Two, Section 2(a) states, in part, that the Evaluation Period is expected to continue until June 30, 2025. How do the Parties intend to advise the Commission of Letter of Intent termination (before June 30, 2025) or extension?
- A. a. This language in the Letter of Intent simply acknowledges that each Joint Party may not serve customers in the other Joint Party’s territory solely because the Letter of Intent is in place, and that the Commission must approve a permanent territorial boundary amendment before permanent service can begin. See 366.04(2)(d), F.S. (granting the Commission jurisdiction to “approve territorial agreements between and among rural electric cooperatives, municipal electric utilities, and other electric utilities under its jurisdiction”); R. 25-6.0440, F.A.C. (requiring all territorial agreements to be submitted to the Commission for approval).
- Through this Joint Petition, Tampa Electric and Lakeland Electric are seeking Commission approval of *temporary service* that will only remain in place until the Commission makes a decision regarding a subsequent permanent territorial boundary amendment. Such temporary service is contemplated by the existing Commission-approved territorial agreement between the Joint Petitioners. This request does not conflict with the above provision in the Letter of Intent.
- b. The Parties currently intend to file a petition for Commission approval of a comprehensive territorial agreement amendment by June 30, 2025. If the parties are unable to complete a filing by that date, they will inform Staff by a filing in this docket.

5. Have the Parties identified facilities to be transferred, if any, and the method to determine the pricing of such facilities?

A. No facilities will be transferred.

- 6.** Provide any documents that demonstrate the reasonable likelihood that the proposed actions identified in this pleading will not cause a decrease in the reliability of electrical service to existing or future ratepayers for either party. If no such documents exist, please explain the expectation of management regarding reliability impacts and what those expectations are based on.

- A.** The Joint Petitioners do not foresee any negative impacts to system reliability related to the service arrangements addressed in this Joint Petition. In fact, the ability to construct these facilities as part of the existing system will provide greater reliability than a radial feed.

7. Provide any documents that demonstrate that the approval of this pleading is in the public interest. If no such documents exist, please explain the expectation of management regarding how approval of this pleading is in the public interest and what those expectations are based on.

A. Rule 25-6.0440(2)(a)-(d) of the Florida Administrative Code provides that the Commission may consider four factors in determining whether to approve a territorial agreement. The Commission could also evaluate these factors in determining whether the requested temporary service is in the public interest. These factors, and an explanation of how they weigh in favor of a public interest determination here, are listed below:

(a) The reasonableness of the purchase price of any facilities being transferred;

Given that this Joint Petition addresses extension of service to new potential customers, there are no facilities being transferred.

(b) The reasonable likelihood that the agreement, in and of itself, will not cause a decrease in reliability of electrical service to the existing or future ratepayers of any utility party to the agreement;

As explained in the response to Data Request No. 6 above, the Joint Petitioners do not anticipate this temporary service will have any negative impact on reliability.

(c) The reasonable likelihood that the agreement will eliminate existing or potential uneconomic duplication of facilities; and

The temporary service addressed in this Joint Petition will eliminate potential uneconomic duplication of facilities because both utilities have existing facilities near these new developments.

(d) Any other factor the Commission finds relevant in reaching a determination that the territorial agreement is in the public interest.

Approval of the requested temporary service arrangements will: (1) allow the Joint Petitioners' potential customers to proceed with development of the two planned subdivisions without delay; (2) allow the parties to complete a comprehensive review of the existing territorial agreement and submit any necessary changes to the Commission; and (3) provide the Commission with an opportunity to thoroughly evaluate any proposed changes to the Joint Petitioners' existing territorial agreement under the Commission's active oversight of the parties' territorial agreement.

8. Please refer to Petition, Paragraph 5. What is the date the Letter of Intent (Exhibit A) was signed by both parties?
 - A. The Letter of Intent was signed by both parties on September 25, 2024.

9. Please refer to Petition, Exhibits B and C, second to last paragraph. Please confirm that this language indicates that the temporary service agreements expire, but the facilities are not meant to be temporary and are instead anticipated to be permanent. If this is not the meaning of these paragraphs, please explain.

A. The referenced language states:

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.

This language indicates the parties' agreement that any provision of temporary service will only last until the Commission makes a decision regarding a permanent boundary change. If the Commission were to approve this Joint Petition and subsequently deny Joint Petitioners' request for a territorial boundary change to make the temporary service permanent, then the Joint Petitioners would work together to determine whether removal or transfer of the facilities used to provide temporary service would be in the best interest of customers and make any subsequent filings with the Commission as ordered by the Commission or required under applicable law.