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700 Universe Boulevard
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Email: Maria.Moncada@fpl.com

June 17, 2014

Ms. Carlotta S. Stauffer
Commission Clerk
Florida Public Service Commission
Betty Easley Conference Center
2540 Shumard Oak Boulevard, Room 110
Tallahassee, FL 32399-0850

RECEIVED-FPSC
14 JUN 17 PM 2:38
COMMISSION
CLERK

Re: Joint Petition for Approval of Amendment to Territorial Agreement

Dear Ms. Stauffer:

Enclosed for filing on behalf of Florida Power & Light Company and JEA are the original and seven (7) copies of their Joint Petition for Approval of Amendment to Territorial Agreement, along with a CD containing the Petition in MS Word format and the exhibits in PDF format.

Please contact me at (561) 304-5795 if you or your Staff has any questions regarding this filing.

Sincerely,

Maria J. Moncada

Enclosures

cc: Jody L. Brooks (without CD)

- COM _____
- AFD _____
- APA _____
- ECO 2
- ENG 2 + large map
- GCL 3 + LCD
- IDM _____
- TEL _____
- CLK _____

**BEFORE THE FLORIDA
PUBLIC SERVICE COMMISSION**

In re: Joint Petition for Approval of
Amendment to Territorial Agreement
between Florida Power & Light Company,
a Florida Corporation, and JEA, a Florida
municipal corporation

Docket No. 14-_____

Filed: June 17, 2014

Joint Petition for Approval of Amendment to Territorial Agreement

Florida Power & Light Company (“FPL”) and JEA jointly petition the Commission for approval of an agreement amending the existing Territorial Agreement between FPL and JEA, entered into on March 13, 2014 by and between FPL and JEA (the “2014 Amendment”). A copy of the 2014 Amendment is attached hereto as Exhibit “A” and is hereby submitted for approval.

1. The Petitioners’ names and addresses:

Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 33408
Attention: Manuel Miranda, Vice President, Power Delivery

and

JEA
21 W. Church Street T-16
Jacksonville, FL
Attention: Paul McElroy, Chief Executive Officer

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

For FPL

Kenneth A. Hoffman
Vice President, Regulatory Affairs
ken.hoffman@fpl.com
Florida Power & Light Company
215 S. Monroe Street, Suite 810
Tallahassee, FL 32301
(850) 521-3919
(850) 521-3939 (fax)

Maria J. Moncada
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maria.moncada@fpl.com
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 33408
(561) 304-5795
(561) 691-7135 (fax)

For JEA

Jody L. Brooks
Assistant General Counsel
JodyB@coj.net
Office of General Counsel
City of Jacksonville
117 W. Duval Street, Suite 480
Jacksonville, FL 32202
(904) 630-1720

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 Chapters 25-6.0439 and 25-6.0440, Florida Administrative Code.

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. JEA is a municipal corporation organized and existing under the laws of the State of Florida, owns and operates its own electric utility system. JEA is an electric utility as defined in section 366.02(2), Florida Statutes.

6. FPL and JEA have previously entered into number of territorial agreements.

- 1965 - The territorial boundary between the two utilities was first approved by the Commission.¹
- 1980 - The territorial boundary was re-affirmed by the Commission.²

¹ Order No. 3799, Docket No. 7421-EU, issued April 28, 1965.

- 1996 - As a result of a territorial dispute, FPL and JEA entered into a new territorial agreement that replaced the prior agreement in its entirety.³
- 1998 - FPL and JEA entered into a new territorial agreement after discovering an inconsistency between the 1996 agreement and a territorial agreement between JEA and Clay Electric Cooperative. The 1998 agreement between FPL and JEA replaced the 1996 agreement.⁴
- 2012 - FPL and JEA entered an amendment that altered a segment of the territorial boundaries between the parties so that a single utility could serve the electric needs of a new private development planned for in an undeveloped area.

7. The proposed 2014 Amendment alters the territory between the parties in a manner designed to align territorial boundaries more closely with planned road ways and accommodate new development. To that end, the FPL and JEA have agreed to swap two parcels of property within their respective territories. The first parcel is currently within the territorial boundary of FPL and is located on the south side of Palm Valley Road/County Road 210 bordered on the east by Palm Breeze Drive in St. Johns County and is approximately 2.82 acres (“Swap Parcel 1”). A legal description and sketch of Swap Parcel 1 is attached as Exhibit “B.”

8. The second parcel is currently within the territorial boundary of JEA and is located on the north side of Palm Valley Road/County Road 210 at the intersection of the

² In re: Petition of Jacksonville Electric Authority for approval of a territorial agreement between JEA and Florida Power and Light Company, Order No. 9363, Docket No. 790886-EU, Issued May 9, 1980.

³ In Re: Petition to Resolve a Territorial Dispute with Florida Power and Light Company in St. Johns County by Jacksonville Electric Authority, Order No. PSC-96-0212-FOF-EU, Docket No. 950307-EU, Issued February 14, 1996, finalized by Order No. PSC-96-0755-FOF-EU, Docket No. 950307, issued on June 10, 1996.

⁴ In Re: Joint Petition of Florida Power and Light Company and Jacksonville Electric Authority to Approve a new territorial agreement between the two utilities, Order No. PSC-98-1687-FOF-EU, Issued December 14, 1998.

proposed Centervale Drive and proposed Nocatee Village Drive in St. Johns County and is approximately 0.62 acres (“Swap Parcel 2”). A legal description and sketch of Swap Parcel 2 is attached as Exhibit “C.”

9. The current territorial boundary between FPL and JEA traverses an undeveloped area where new private development is planned but for which there is currently no infrastructure in place to serve electric needs. Thus, the new development straddles both the FPL and JEA territory.

10. Due to the current boundary configuration and the proximity of existing JEA infrastructure to this site, FPL and JEA have agreed to modify the territorial boundary to place Swap Parcel 1 within the bounded area to be served by JEA. This swap aligns territorial boundaries more closely with planned road ways and facilitates provision of electric service for the new development by one utility.

11. The parties have further agreed to modify the territorial boundary to place Swap Parcel 2 within the bounded area to be served by FPL. Although there is no current development plan for the area within Swap Parcel 2, the parties agree that FPL will be in a better position to provide electric service in the future to any development within this area.

12. FPL and JEA parties entered the 2014 Amendment after consideration of the best interest of electric consumers and the residents of the areas served by both parties. The 2014 Amendment is intended to avoid unnecessary duplication of services in the area covered by the 2014 Amendment. Accordingly, it is the parties’ position that the 2014 Amendment is in the best interest of the public.

13. Pursuant to Rule 25-6.0440(1)(f), F.A.C., attached hereto as Exhibit "D" is an official Florida Department of Transportation (DOT) General Highway County map for each affected county depicting boundary lines established by the territorial agreement.

14. Because the areas covered by the 2014 Amendment – Swap Parcels 1 and 2 – are currently undeveloped, no customer accounts will be transferred between the parties and no written notice to customers is required.

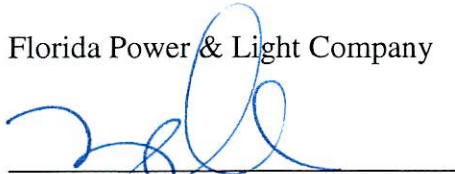
15. The parties recognize that upon approval of the 2014 Amendment, any additional modifications, changes or amendments must be approved by the Commission.

16. The parties represent that approval of this 2014 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 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 JEA respectfully request that the Commission enter an order approving the 2014 Amendment to the Territorial Agreement between the parties.


Respectfully submitted this 17th day of June, 2014.

Florida Power & Light Company



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(561) 304-5795
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JEA



Jody L. Brooks
Assistant General Counsel
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JodyB@coj.net
Office of General Counsel
City of Jacksonville
117 W. Duval Street, Suite 480
Jacksonville, FL 32202
(904) 630-1720

EXHIBIT A

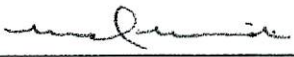
**SECOND AMENDMENT TO TERRITORIAL AGREEMENT
BETWEEN
FLORIDA POWER AND LIGHT COMPANY
AND
JEA**

1. **WHEREAS**, Florida Power and Light Company (FPL) and JEA have an existing Territorial Agreement entered into in 1998, as amended by that certain Amendment to Territorial Agreement Between Florida Power and Light Company and JEA dated May 25, 2012 (Territorial Agreement); and,
2. **WHEREAS**, this Second Amendment to the Territorial Agreement (Second Amendment) entered into by the parties on this 13th day of MARCH, 2014, alters the territory between the parties. In an effort to accommodate new development and align territorial boundaries more closely with planned road ways, the parties have agreed to swap two parcels of property within their respective territories. The first parcel is currently within the territorial boundary of FPL and is located on the south side of Palm Valley Road – County Road 210 bordered on the east by Palm Breeze Drive in St. Johns County and is approximately 2.82 acres (Swap Parcel 1). The second parcel is currently within the territorial boundary of JEA and is located on the north side of Palm Valley Road – County Road 210 at the intersection of the proposed Centervale Drive and proposed Nocatee Village Drive in St. Johns County and is approximately 0.62 acres (Swap Parcel 2); and,
3. **WHEREAS**, the current territorial boundary between FPL and JEA traverses an undeveloped area where new private development is planned but for which there is currently no infrastructure in place to serve electric needs. The new development straddles both the FPL and JEA territory. Swap Parcel 1 lies just south of, and is contiguous with the current territorial boundary between FPL and JEA, within FPL's territory. Due to the current boundary configuration, the proximity of existing JEA infrastructure to this site, and the desire to have the electric needs of the new development served by one utility, FPL and JEA have agreed to modify the territorial boundary to place Swap Parcel 1 within the bounded area to be served by JEA; and,
4. **WHEREAS**, although there is no current development plan for the area within Swap Parcel 2, the parties agree that future development within this area will be better served by FPL in the future and have agreed to modify the territorial boundary to place Swap Parcel 2 within the bounded area to be served by FPL; and,

5. **WHEREAS**, there are currently no existing customers or electric facilities within Swap Parcel 1 or Swap Parcel 2; and,
6. **WHEREAS**, amending the Territorial Agreement to allow JEA and FPL to provide service to the region subject to this Second Amendment will avoid unnecessary duplication of services and will facilitate the provision of electric services by a single utility to all customers within the new development.
7. **NOW THEREFORE**, FPL and JEA agree to amend the territorial boundary between the utilities as provided in Exhibits A, B, and C to this Second Amendment. Exhibit A is a general highway map of St. Johns County, Florida, showing the existing territorial boundaries and area to be transferred. Exhibit B is a more detailed map identifying the existing and new territorial boundary lines. Exhibit C provides the legal descriptions for Swap parcel 1 and Swap parcel 2 and a written description of the new territorial boundary lines pursuant to this Amendment.
8. All other parts of the Territorial Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed by FPL in its name by its Vice President, and by JEA in its name by its Chief Executive Officer, on the day and year first written above.

FLORIDA POWER & LIGHT COMPANY


By: 

Date: 3/13/14

Name: Manuel A. Miranda

Title: Vice President, Power Delivery

JEA

By: 

Date: March 6, 2014

Name: Paul E. McElroy

Title: Chief Executive Officer

Form Approved:



Office of General Counsel

EXHIBIT B



www.rmangas.com
tel 904-642-8550 • fax 904-642-4165
14775 Old St. Augustine Road • Jacksonville, Florida 32258

January 9, 2014
Town Center Central
Page 1 of 2

Work Order No. 14-004.00
File No. 123B-23.00A

Swap Parcel 1

A portion of Section 31, Township 4 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 3422, page 1351, of the Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Southwest corner of Town Center Roads Phase II, a plat recorded in Map Book 69, pages 44 through 48, of said Public Records; thence Northerly along the Westerly right of way line of Palm Breeze Drive, a variable width right of way as presently established, the following 10 courses: Course 1, thence Northerly along the arc of a curve concave Easterly having a radius of 1204.00 feet; through a central angle of $06^{\circ}10'30''$, an arc length of 129.76 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $06^{\circ}14'29''$ East, 129.70 feet; Course 2, thence North $23^{\circ}35'20''$ East, 53.46 feet to a point on a curve concave Easterly having a radius of 1092.00 feet; Course 3, thence Northerly along the arc of said curve, through a central angle of $05^{\circ}23'22''$, an arc length of 102.72 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of North $14^{\circ}15'55''$ East, 102.68 feet; Course 4, thence Northeasterly along the arc of a curve concave Southeasterly having a radius of 1180.00 feet, through a central angle of $09^{\circ}03'51''$, an arc length of 186.68 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of North $26^{\circ}09'51''$ East, 186.48 feet; Course 5, thence Northeasterly along the arc of a curve concave Southeasterly having a radius of 1176.00 feet, through a central angle of $03^{\circ}12'37''$, an arc length of 65.89 feet to point of reverse curvature, said arc being subtended by a chord bearing and distance of North $27^{\circ}21'46''$ East, 65.88 feet; Course 6, thence Northerly along the arc of a curve concave Westerly having a radius of 1720.00 feet, through a central angle of $13^{\circ}06'43''$, an arc length of 393.62 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $22^{\circ}24'42''$ East, 392.76 feet; Course 7, thence North $15^{\circ}51'21''$ East, 404.68 feet to the point of curvature of a curve concave Southwesterly having a radius of 30.00 feet; Course 8, thence Northwesterly along the arc of said curve, through a central angle of $90^{\circ}00'00''$, an arc length of 47.12 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $29^{\circ}08'39''$ West, 42.43 feet; Course 9, thence North $74^{\circ}08'39''$ West, 15.35 feet; Course 10, thence North $15^{\circ}51'21''$ East, 60.00 feet to the Point of Beginning.

From said Point of Beginning, thence North $74^{\circ}08'39''$ West, departing said Westerly right of way line, 405.15 feet to a point lying on the former centerline of Palm Valley Road (County Road No. 210) a former 100 foot right of way vacated by Resolution No. 2008-13, recorded in Official Records Book 3101, page 739 of said Public Records; thence North $55^{\circ}19'25''$ East, along said former centerline, 708.73 feet to its intersection with said Westerly right of way line of Palm

January 9, 2014
Town Center Central
Page 2 of 2

Work Order No. 14-004.00
File No. 123B-23.00A

Swap Parcel 1

Breeze Drive; thence Southerly and Westerly along said Westerly right of way line the following 3 courses: Course 1, thence South $15^{\circ}51'21''$ West, departing said former centerline, 517.13 feet to the point of curvature of a curve concave Northerly having a radius of 30.00 feet; Course 2, thence Westerly along the arc of said curve through a central angle of $90^{\circ}00'00''$, an arc length of 47.12 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $60^{\circ}51'21''$ West, 42.43 feet; Course 3, thence North $74^{\circ}08'39''$ West, 15.35 feet to the Point of Beginning.

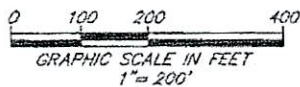
Containing 2.82 acres, more or less.

**SKETCH TO ACCOMPANY DESCRIPTION OF
A PORTION OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 29 EAST,
ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF
THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS
BOOK 3244, PAGE 1351 OF THE PUBLIC RECORDS OF SAID COUNTY,
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.**

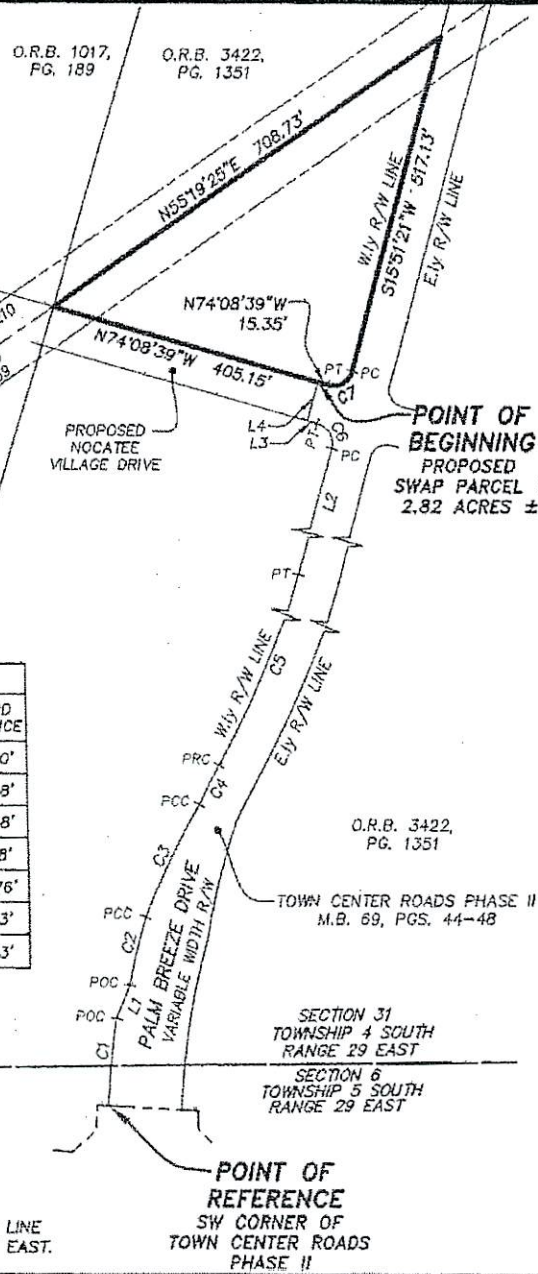
LEGEND:
 O.R.B. OFFICIAL RECORDS BOOK
 PG. PAGE
 R/W RIGHT OF WAY
 POC POINT ON CURVE
 PRC POINT OF REVERSE CURVATURE
 PCC POINT OF COMPOUND CURVATURE
 PC POINT OF CURVATURE
 PT POINT OF TANGENCY
 LI TABULATED LINE DATA
 C1 TABULATED CURVE DATA
 FPL FLORIDA POWER AND LIGHT

LINE TABLE		
LINE	BEARING	LENGTH
L1	N23°35'20"E	53.46'
L2	N15°51'21"E	404.68'
L3	N74°08'39"W	15.35'
L4	N15°51'21"E	50.00'

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	1204.00'	67°0'30"	129.76'	N06°14'29"E	129.70'
C2	1092.00'	5°23'22"	102.72'	N14°15'55"E	102.58'
C3	1180.00'	9°03'51"	186.68'	N26°09'51"E	186.48'
C4	1176.00'	3°12'37"	65.89'	N27°21'46"E	65.88'
C5	1720.00'	13°06'43"	393.62'	N22°24'42"E	392.76'
C6	30.00'	90°00'00"	47.12'	N29°08'39"W	42.43'
C7	30.00'	90°00'00"	47.12'	S60°51'21"W	42.43'



- NOTES:**
 1) THIS IS NOT A SURVEY.
 2) BEARINGS BASED ON THE WESTERLY RIGHT OF WAY LINE OF PALM BREEZE DRIVE AS BEING NORTH 15°51'21" EAST.



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



ROBERT M. ANGAS ASSOCIATES, INC.
 SURVEYORS • PLANNERS • CIVIL ENGINEERS
 14775 Old St. Augustine Road, Jacksonville, FL 32258
 Tel: (904) 642-8550 Fax: (904) 642-4165
 Certificate of Authorization No.: LB 3624

DAMON J. KELLY
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA LS No. 6284

DATE: JANUARY 9, 2014 SCALE: 1"=200'

EXHIBIT C

January 9, 2014
Towncenter Central
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Work Order No. 14-004.00
File No. 123B-23.00B

Swap Parcel 2

A portion of Section 31, Township 4 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 1462, page 677, of the Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Southwest corner of Town Center Roads Phase II, a plat recorded in Map Book 69, pages 44 through 48, of said Public Records; thence Northerly along the Westerly right of way line of Palm Breeze Drive, a variable width right of way as presently established, the following 10 courses: Course 1, thence Northerly along the arc of a curve concave Easterly having a radius of 1204.00 feet; through a central angle of $06^{\circ}10'30''$, an arc length of 129.76 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $06^{\circ}14'29''$ East, 129.70 feet; Course 2, thence North $23^{\circ}35'20''$ East, 53.46 feet to a point on a curve concave Easterly having a radius of 1092.00 feet; Course 3, thence Northerly along the arc of said curve, through a central angle of $05^{\circ}23'22''$, an arc length of 102.72 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of North $14^{\circ}15'55''$ East, 102.68 feet; Course 4, thence Northeasterly along the arc of a curve concave Southeasterly having a radius of 1180.00 feet, through a central angle of $09^{\circ}03'51''$, an arc length of 186.68 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of North $26^{\circ}09'51''$ East, 186.48 feet; Course 5, thence Northeasterly along the arc of a curve concave Southeasterly having a radius of 1176.00 feet, through a central angle of $03^{\circ}12'37''$, an arc length of 65.89 feet to point of reverse curvature, said arc being subtended by a chord bearing and distance of North $27^{\circ}21'46''$ East, 65.88 feet; Course 6, thence Northerly along the arc of a curve concave Westerly having a radius of 1720.00 feet, through a central angle of $13^{\circ}06'43''$, an arc length of 393.62 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $22^{\circ}24'42''$ East, 392.76 feet; Course 7, thence North $15^{\circ}51'21''$ East, 404.68 feet to the point of curvature of a curve concave Southwesterly having a radius of 30.00 feet; Course 8, thence Northwesterly along the arc of said curve, through a central angle of $90^{\circ}00'00''$, an arc length of 47.12 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $29^{\circ}08'39''$ West, 42.43 feet; Course 9, thence North $74^{\circ}08'39''$ West, 15.35 feet; Course 10, thence North $15^{\circ}51'21''$ East, 60.00 feet; thence North $74^{\circ}08'39''$ West, departing said Westerly right of way line, 189.15 feet to the point of curvature of a curve concave Northeasterly having a radius of 25.00 feet; thence Northwesterly along the arc of said curve, through a central angle of $89^{\circ}57'17''$, an arc length of 39.25 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $29^{\circ}10'01''$ West, 35.34 feet; thence North $15^{\circ}48'38''$ East, 10.00 feet; thence North $74^{\circ}11'22''$ West, 50.00 feet; thence South $15^{\circ}48'38''$ West, 9.92 feet to the point of curvature of a curve concave Northwesterly having a radius of 25.00 feet; thence Southwesterly along the arc of said

January 9, 2014
Towncenter Central
Page 2 of 2

Work Order No. 14-004.00
File No. 123B-23.00B

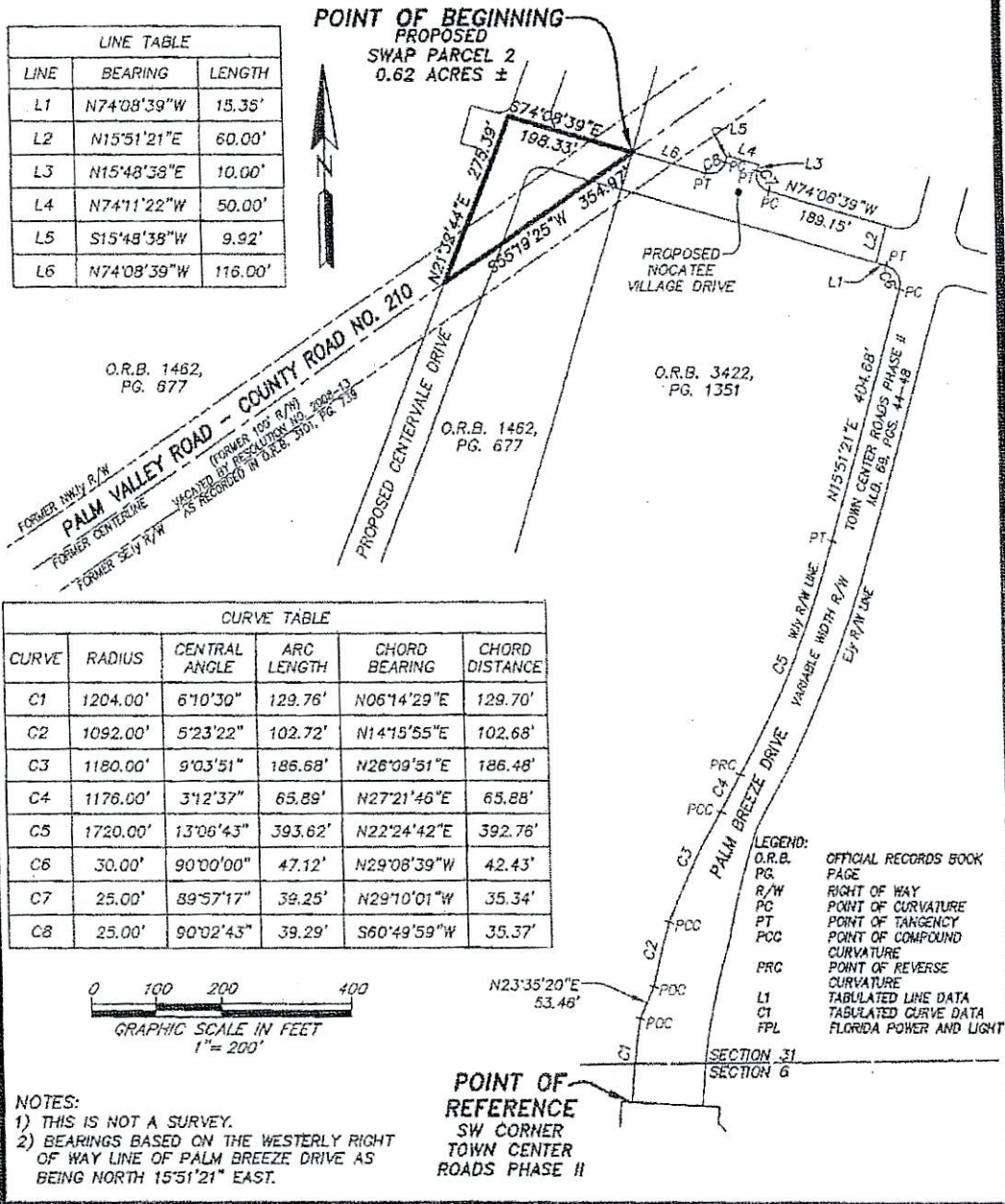
Swap Parcel 2

curve, through a central angle of $90^{\circ}02'43''$, an arc length of 39.29 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $60^{\circ}49'59''$ West, 35.37 feet; thence North $74^{\circ}08'39''$ West, 116.00 feet to a point lying on the former centerline of Palm Valley Road (County Road No. 210) a former 100 foot right of way vacated by Resolution No. 2008-13, recorded in Official Records Book 3101, page 739 of said Public Records, said point also being the Point of Beginning.

From said Point of Beginning, thence South $55^{\circ}19'25''$ West, along said former centerline, 354.97 feet; thence North $21^{\circ}32'44''$ East, departing said former centerline, 275.39 feet; thence South $74^{\circ}08'39''$ East, 198.33 feet to the Point of Beginning.

Containing 0.62 acres, more or less.

SKETCH TO ACCOMPANY DESCRIPTION OF
A PORTION OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 29 EAST,
ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS
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DAMON J. KELLY
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA LS No. 6284

DATE: JANUARY 9, 2014 SCALE: 1"=200'

EXHIBIT D

