



Matthew R. Bernier
Senior Counsel

June 28, 2016

VIA ELECTRONIC FILING

Ms. Carlotta Stauffer, Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: *Joint Petition for approval of a territorial agreement in Polk County by City of Bartow and Duke Energy Florida, LLC; Docket No. 160148-EU*

Dear Ms. Stauffer:

Please find enclosed for electronic filing the City of Bartow and Duke Energy Florida, LLC's Joint Response to Staff's First Data Request (Nos. 1-8).

Thank you for your assistance in this matter. Please feel free to call me at (850) 521-1428 should you have any questions concerning this filing.

Respectfully,

s/ Matthew R. Bernier
Matthew R. Bernier

MRB/mw
Enclosures

cc: Walter Trierweiler (wtrierwe@psc.state.fl.us)
Sean R. Parker (srp@bosdun)
George A. Long (psams.cm@cityofbartow.net)

**CITY OF BARTOW AND DUKE ENERGY FLORIDA, LLC'S JOINT RESPONSE TO
STAFF'S FIRST DATA REQUEST REGARDING THE
JOINT PETITION FOR APPROVAL OF TERRITORIAL AGREEMENT IN POLK
COUNTY BY CITY OF BARTOW AND DUKE ENERGY FLORIDA, LLC
DOCKET NO. 160148-EU**

1. Please provide a copy of an official Florida Department of Transportation General Highway County map for each affected county depicting boundary lines established by the territorial agreement, as required by Rule 25-6.0440(1)(f), Florida Administrative Code.

Response:

Polk County is attached as Attachment 1.

2. Please list any differences between the prior agreement which expired on June 12, 2016, and the proposed agreement.

Response:

The territorial boundaries in the proposed Agreement have remained the same as those set forth in the prior Bartow and DEF¹ territorial agreement approved by the Commission in Docket No. 851006-EU.

The territorial boundary maps in the proposed agreement have been updated to a GIS format and demonstrate the territorial boundary lines in much greater detail. A written description is included in the proposed agreement as required pursuant to Rule 25-6.0440(1)(a), F.A.C.

The proposed Agreement has been negotiated for a term of 30 years and after the expiration of that term, the Agreement shall remain in effect until and unless either Party provides written notice of termination. The prior agreement had a duration of 30 years.

¹ The Territorial Agreement was entered into between the City of Bartow and DEF's predecessor, Florida Power Corporation.

3. Are the territorial boundary lines in the proposed agreement the same as in the prior agreement which expired on June 12, 2016? If not, please provide a map showing the areas transferred.

Response:

Yes, the territorial boundaries in the proposed Agreement remain the same as in the prior agreement.

4. Please provide a map that displays the extra-territorial customers before and after the transfer.

Response:

There are no modifications to the territorial boundary lines displaying the extra-territorial customers between the prior agreement and the proposed agreement. However, the territorial boundary lines in the proposed agreement have been updated to a GIS format and demonstrate the territorial boundary lines in much greater detail. The territorial boundary maps as set forth in the prior Bartow and DEF territorial agreement approved by the Commission in Docket No. 851006-EU are attached as Attachment 2. The more detailed map showing the proposed territorial boundary lines is attached as Attachment 3.

5. Are the parties abiding by the terms of the prior agreement for the period of time between its expiration and Commission approval of the new agreement? If not, please explain.

Response:

Yes, the Parties have been abiding by the terms of the prior agreement and have worked together collaboratively to construct the proposed Agreement.

6. Please refer to Attachment A of the petition, Section 1.6 (Extra-Territorial Customers): please explain why certain customers (i.e., extra-territorial) are located within the service territory of the other party.

Response:

Due to the location of the Extra-Territorial customers that are subject to transfer to Bartow, and based on sound economic considerations and good engineering practices, it was not operationally and economically feasible for Bartow to serve these customers previously. However, DEF and Bartow have concluded that Bartow will now serve these customers should the proposed Agreement be approved.

7. Is it the intent of Duke and Bartow to exchange and/or purchase any facilities pursuant to Section 3.3 (Compensation of Related Service Facilities) of the proposed agreement? If so, please provide an estimate of the purchase price.

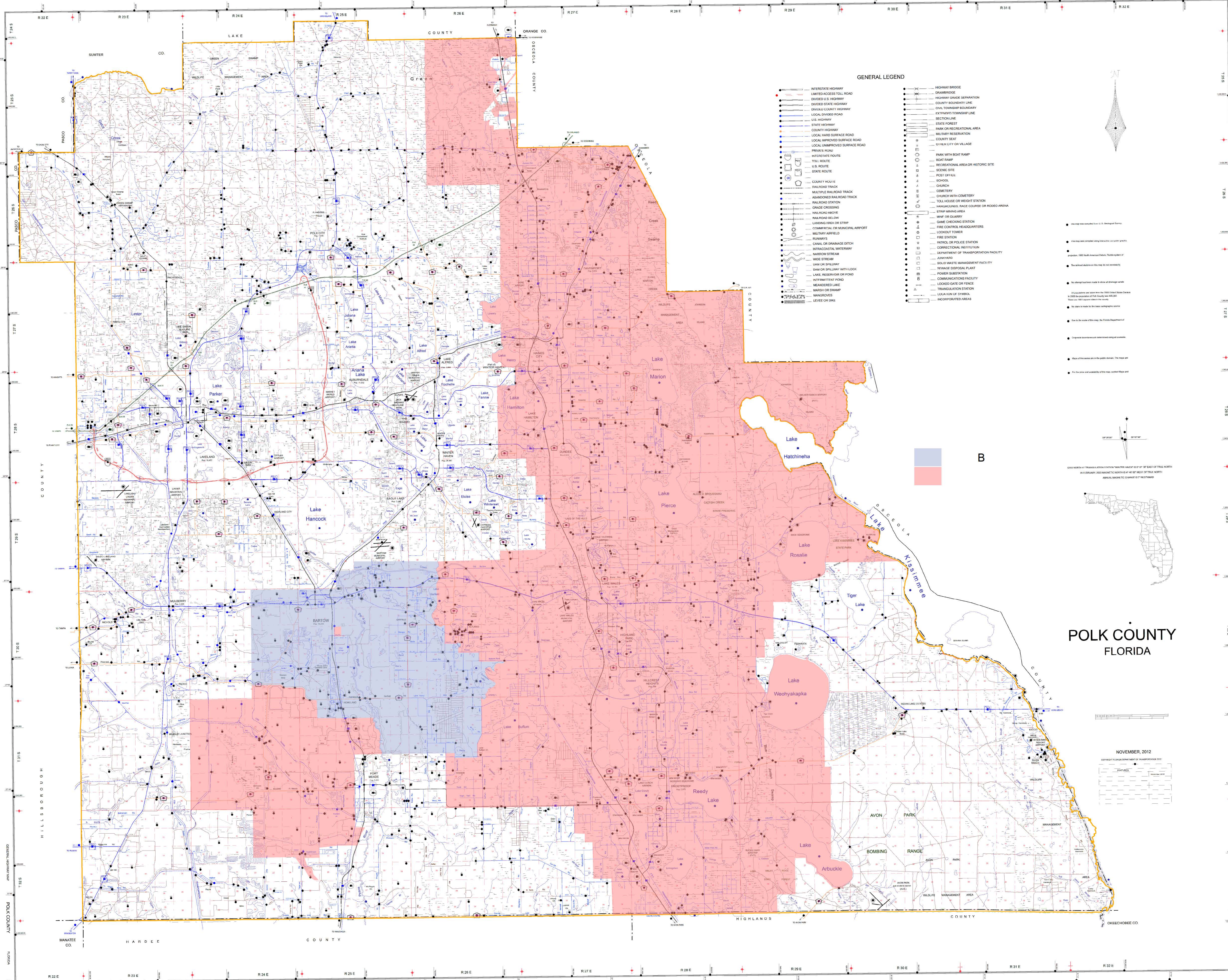
Response:

As set forth in Section 3.3 Compensation for Transferred Facilities, Bartow may elect to purchase the electric facilities used exclusively for providing electric service to the Extra-Territorial customers using a common engineering cost estimation methodology such as the Handy Whitman Index. At this time, the Parties do not plan to exchange and purchase the required facilities. If the proposed Agreement is approved and should the Parties agree to exchange facilities, the Parties will value the facilities as soon as practical.

8. Please provide a discussion as to why the agreement includes the transfer of two customers from DEF to Bartow

Response:

During the in-field due diligence process to determine if there are any encroachments by one utility into the service territory of the other utility, two customers were discovered within Bartow's service territory but being served by DEF. DEF and Bartow have concluded that Bartow will now serve these customers should the proposed Agreement be approved.



GENERAL LEGEND

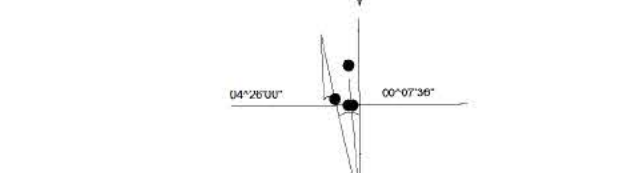
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- DIVIDED U.S. HIGHWAY
- DIVIDED STATE HIGHWAY
- DIVISION COUNTY HIGHWAY
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- U.S. HIGHWAY
- STATE HIGHWAY
- COUNTY HIGHWAY
- LOCAL HAND SURFACE ROAD
- LOCAL IMPROVED SURFACE ROAD
- LOCAL UNIMPROVED SURFACE ROAD
- PRIVATE ROAD
- INTERSTATE ROUTE
- TOLL ROUTE
- U.S. ROUTE
- STATE ROUTE
- COUNTY ROUTE
- RAILROAD TRACK
- MULTIPLE RAILROAD TRACK
- ABANDONED RAILROAD TRACK
- RAILROAD STATION
- RAILROAD CROSSING
- RAILROAD ABOVE
- RAILROAD BELOW
- LANDING AREA OR STRIP
- COMMERCIAL OR MUNICIPAL AIRPORT
- MILITARY AIRFIELD
- RUNWAYS
- CANAL OR DRAINAGE DITCH
- INTRACASTAL WATERWAY
- NARROW STREAM
- WIDE STREAM
- LAKE OR SPILLWAY
- DAM OR SPILLWAY WITH LOCK
- LAKE, RESERVOIR OR POND
- INTIMIDATING POND
- MEADOWS OR LAKE
- MARSH OR SWAMP
- MANGROVES
- LEVEE OR DIKE
- HIGHWAY BRIDGE
- DRAWBRIDGE
- HIGHWAY GRADE SEPARATION
- COUNTY BOUNDARY LINE
- CIVIL TOWNSHIP BOUNDARY
- EXT TOWNSHIP BOUNDARY
- SECTION LINE
- STATE FOREST
- PARK OR RECREATIONAL AREA
- MILITARY RESERVATION
- COUNTY SEAT
- OTHER CITY OR VILLAGE
- PARK WITH BOAT RAMP
- BOAT RAMP
- RECREATIONAL AREA OR HISTORIC SITE
- SCENIC SITE
- POST OFFICE
- SCHOOL
- CHURCH
- CEMETERY
- CHURCH WITH CEMETERY
- TOLL HOUSE OR RESTRICTION STATION
- FANBOUNDS, RACE COURSE OR RODEO ARENA
- STRIP MINING AREA
- GAME CHECKING STATION
- FIRE CONTROL HEADQUARTERS
- LOOKOUT TOWER
- FIRE STATION
- PATROL OR POLICE STATION
- CORRECTIONAL INSTITUTION
- DEPARTMENT OF TRANSPORTATION FACILITY
- JUNKYARD
- SOLID WASTE MANAGEMENT FACILITY
- SEWAGE DISPOSAL PLANT
- POWER SUBSTATION
- COMMUNICATIONS FACILITY
- LOCKED GATE OR FENCE
- TRANSLATION STATION
- LOCATION OF SYMBOLS
- INCORPORATED AREAS

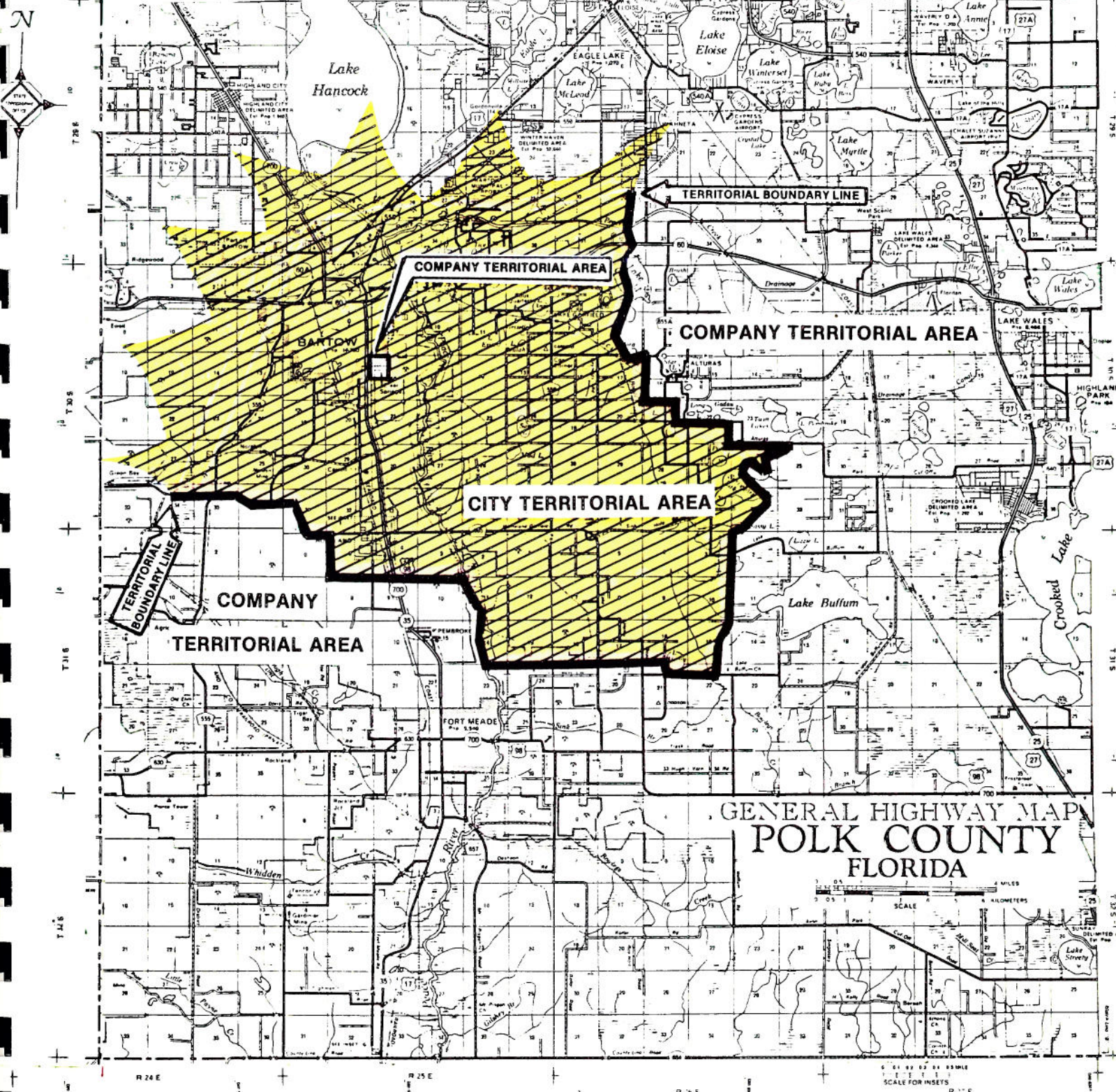


POLK COUNTY FLORIDA

NOVEMBER, 2012
COUNTY PLANNING DEPARTMENT OF TRANSPORTATION DISTRICT

UNITS: HORIZONTAL TO BOUNDARY EXACTLY NORTHERLY HEIGHT OF 10' OF 10' EAST OF TRUE NORTH
IN FEBRUARY 1983 MAGNETIC NORTH IS 4° 45' WEST OF TRUE NORTH
ANNUAL MAGNETIC CHANGE IS 7" WESTWARD





CODE



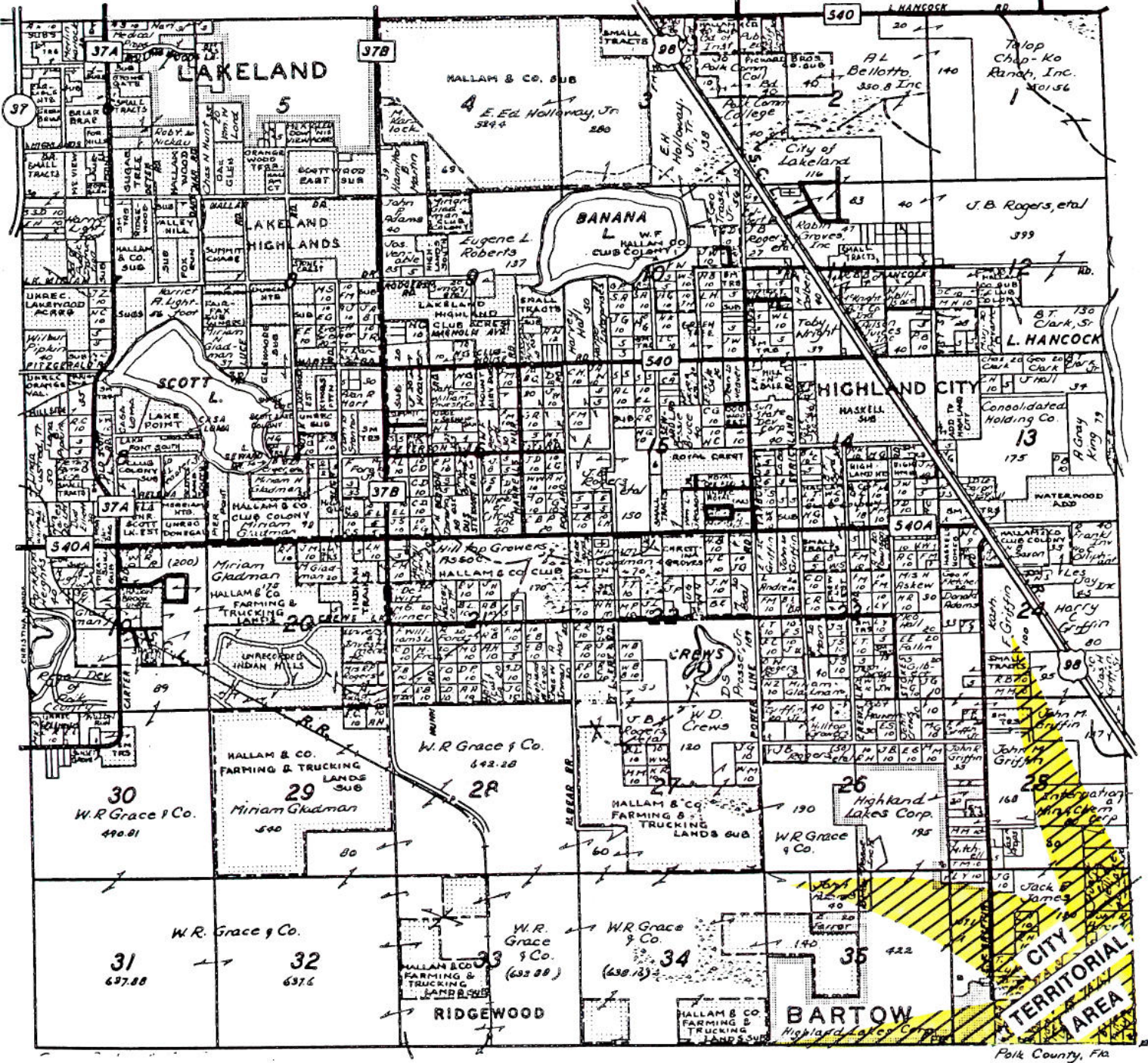
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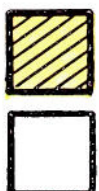
F.P.C.

**TERRITORIAL AGREEMENT
BETWEEN
CITY OF BARTOW and FLORIDA POWER CORP., INC.**

Date AUG 15 1985 Exhibit A of 1 of 10 Total Exhibits



CODE



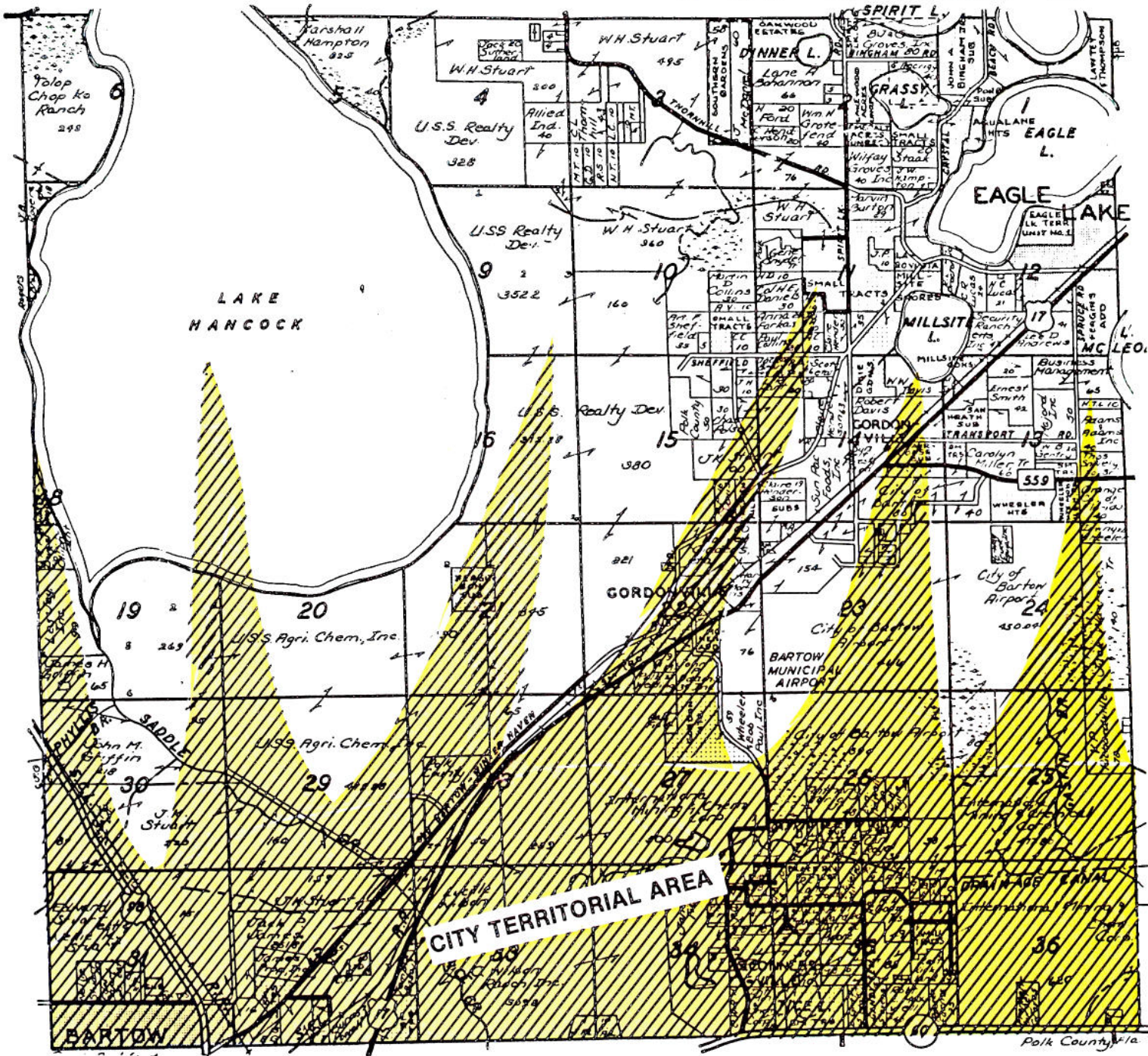
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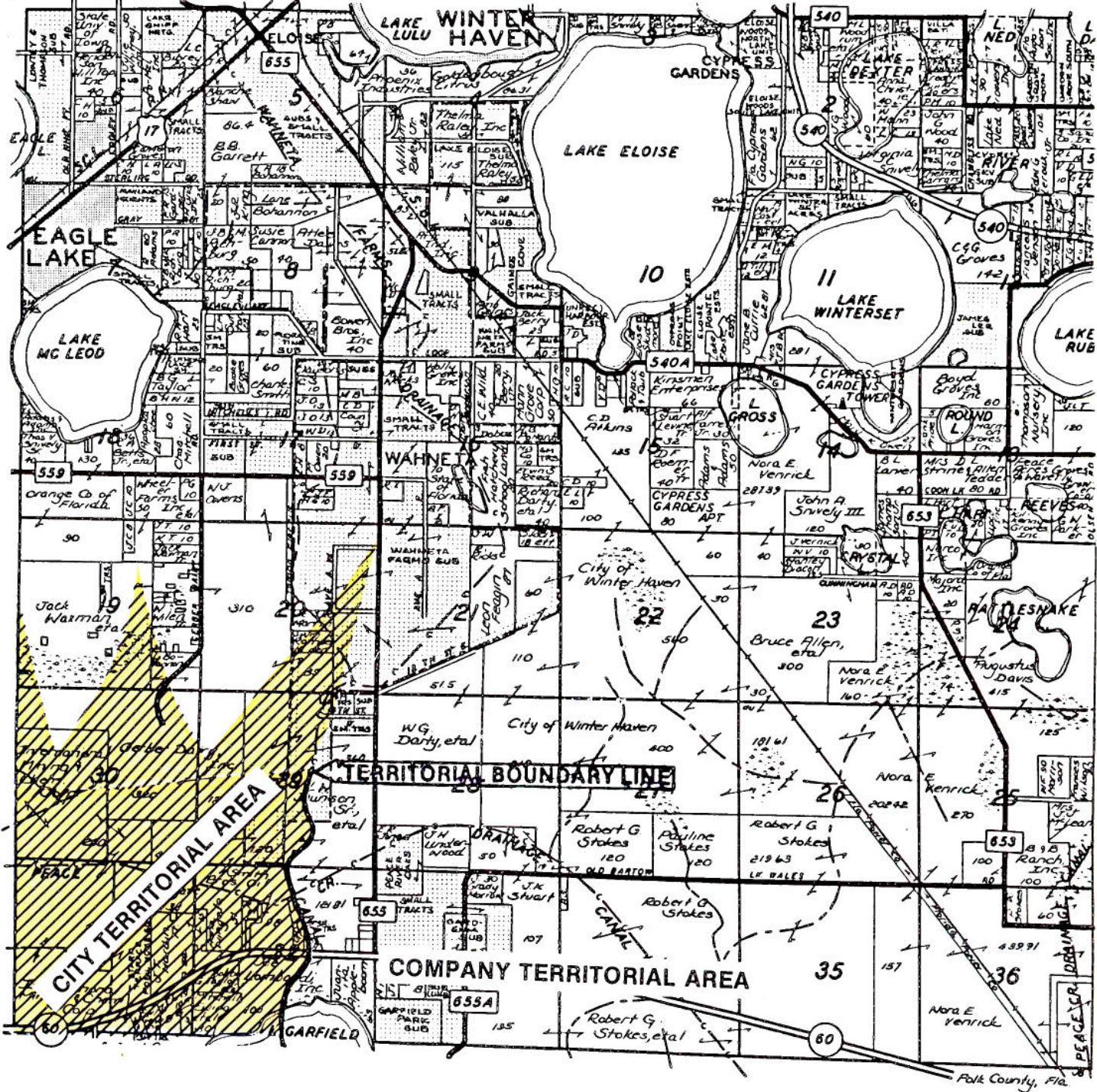
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CITY OF BARTOW



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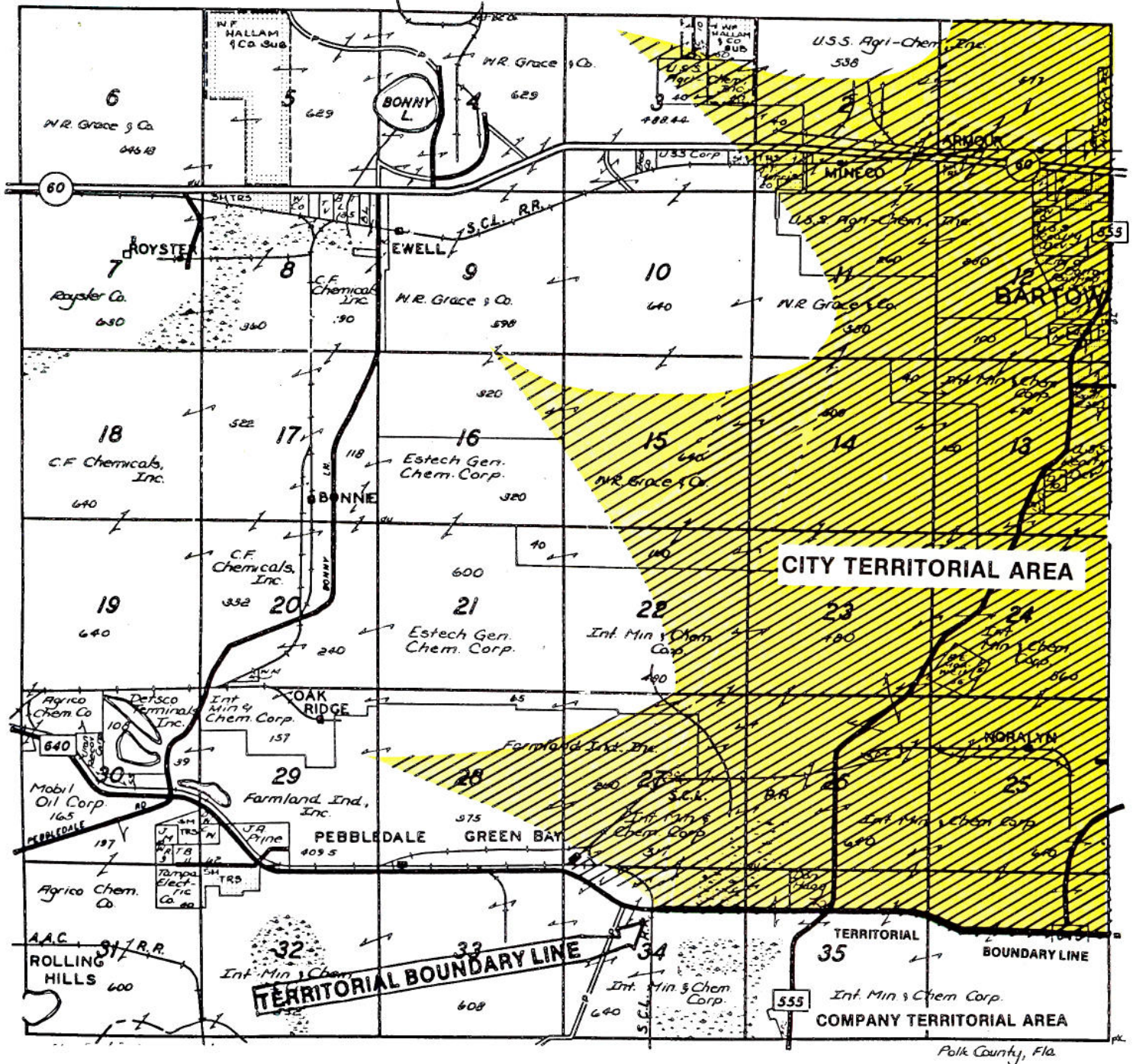
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CITY OF BARTOW



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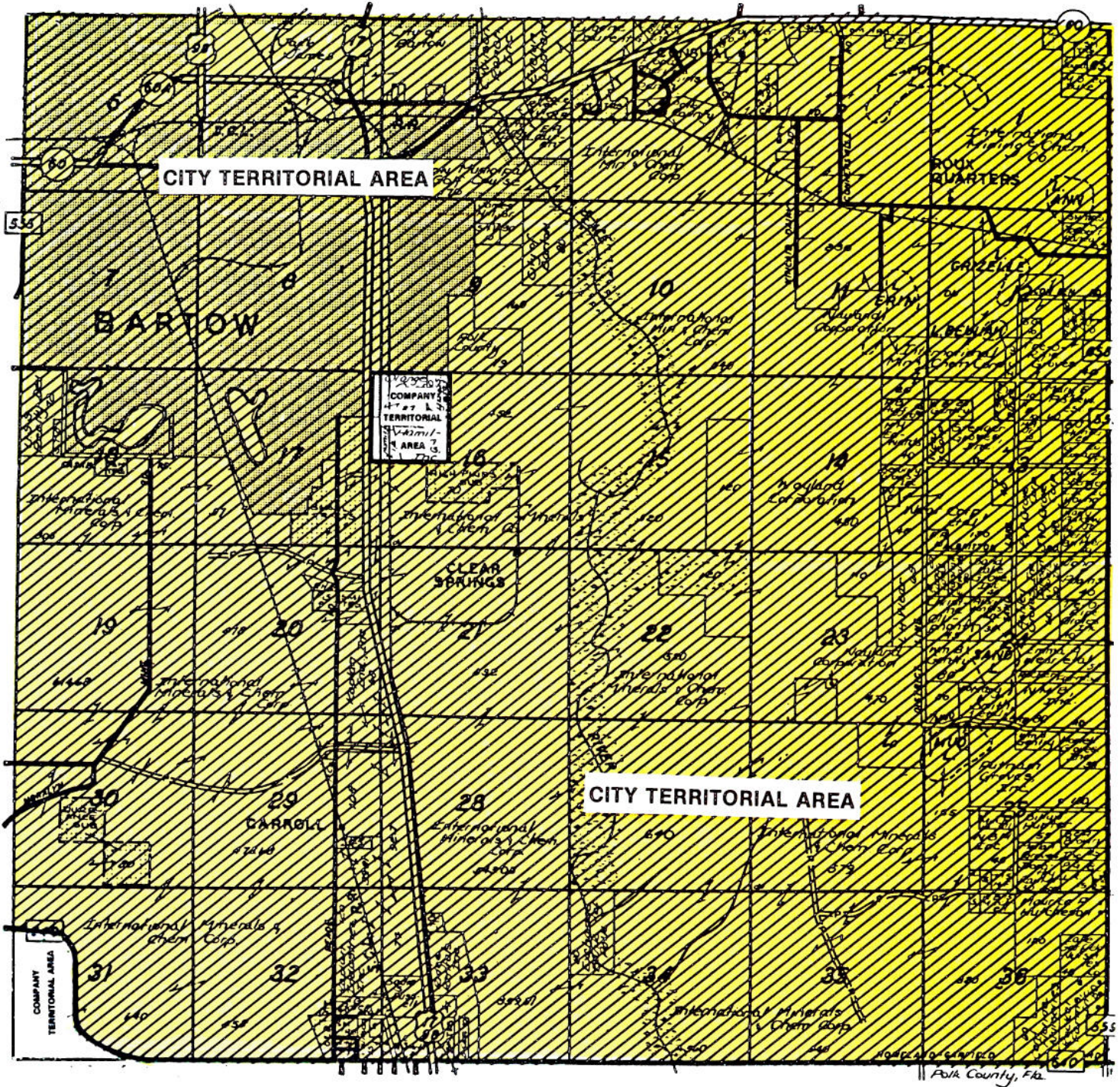
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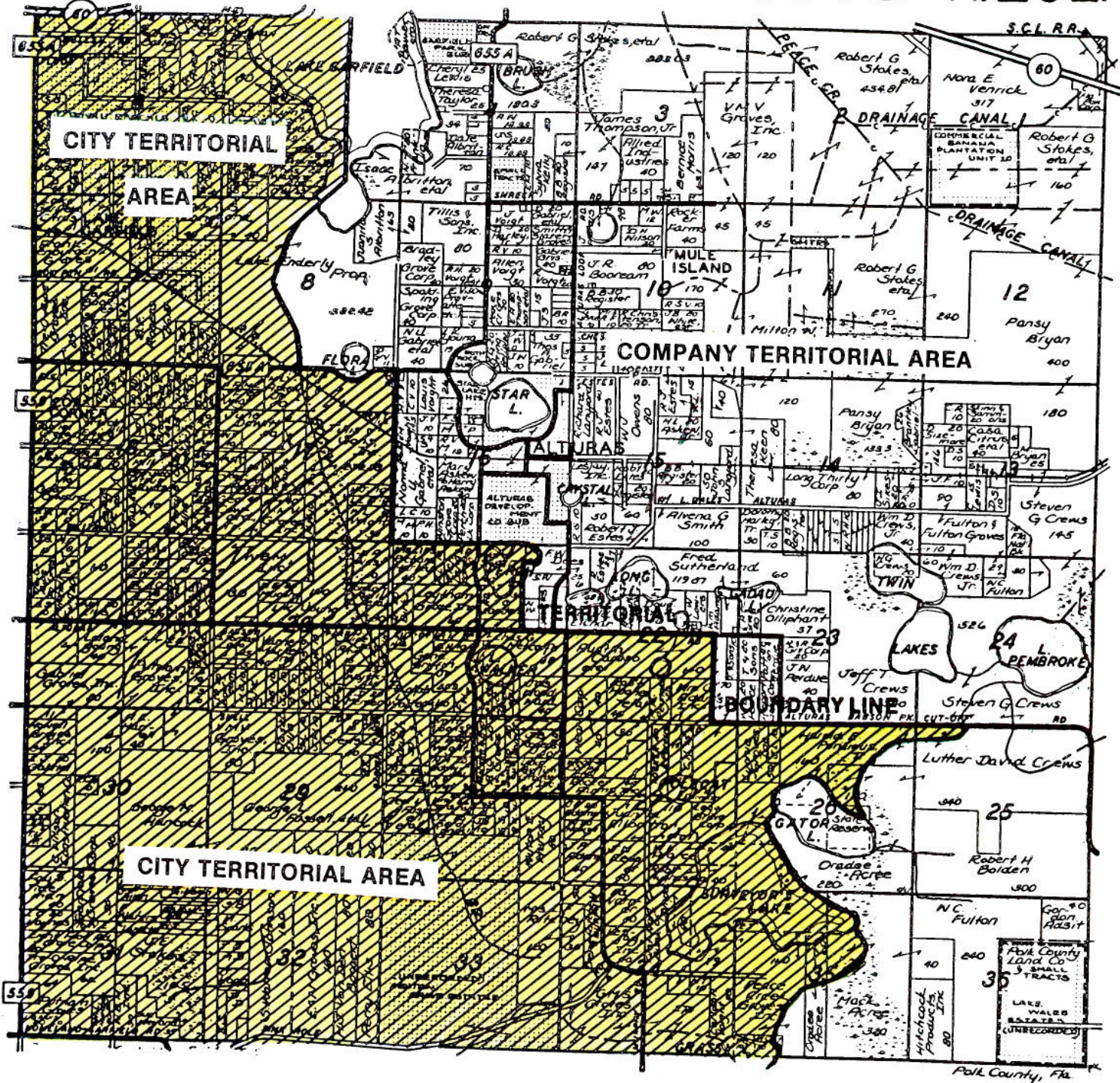
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CITY OF BARTOW and FLORIDA POWER CORP., INC.**

Date AUG 15 1905 Exhibit A of 6 of 10 Total Exhibits



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CITY OF BARTOW

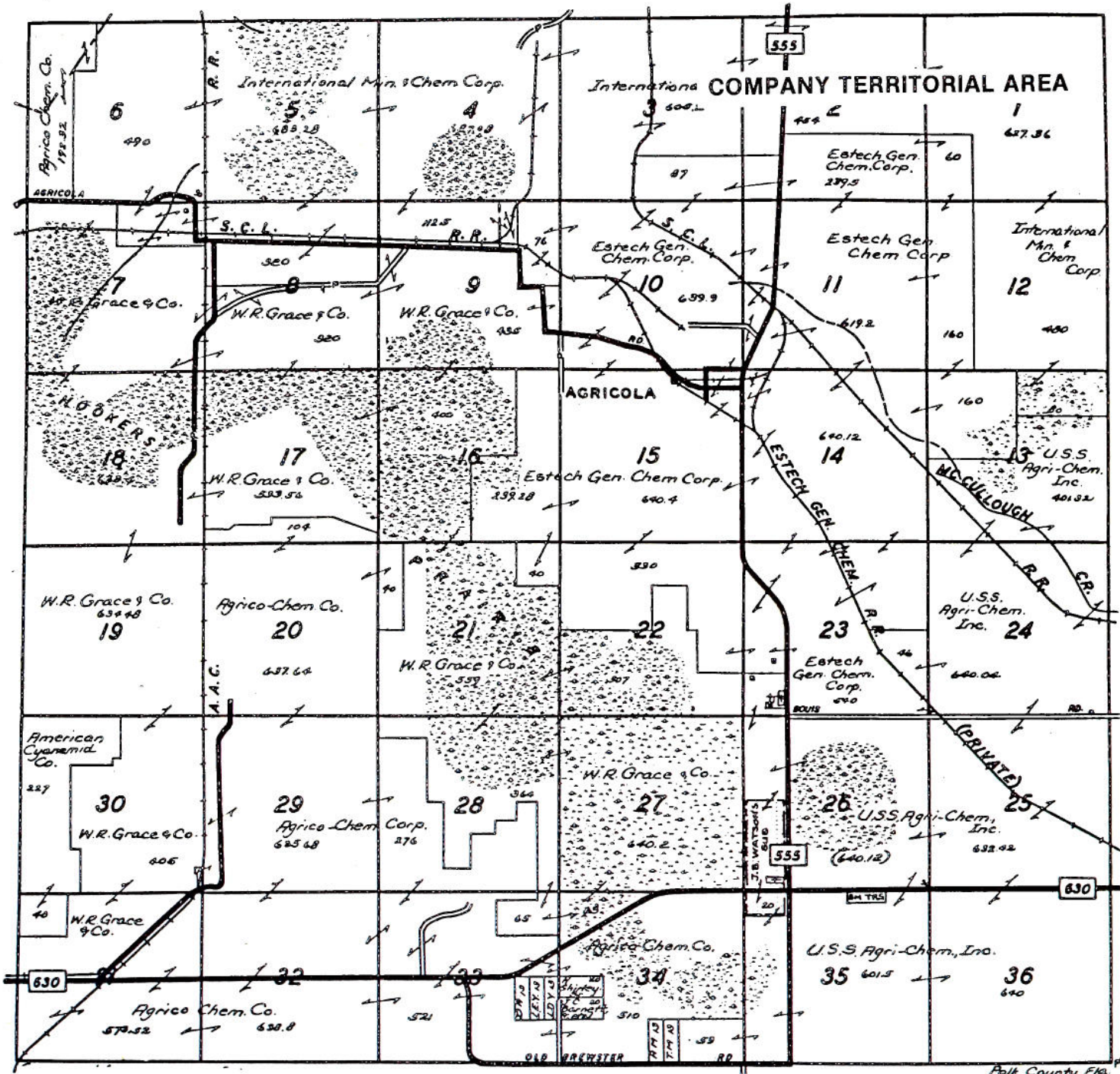


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TERRITORIAL AGREEMENT

BETWEEN

CITY OF BARTOW and FLORIDA POWER CORP., INC.



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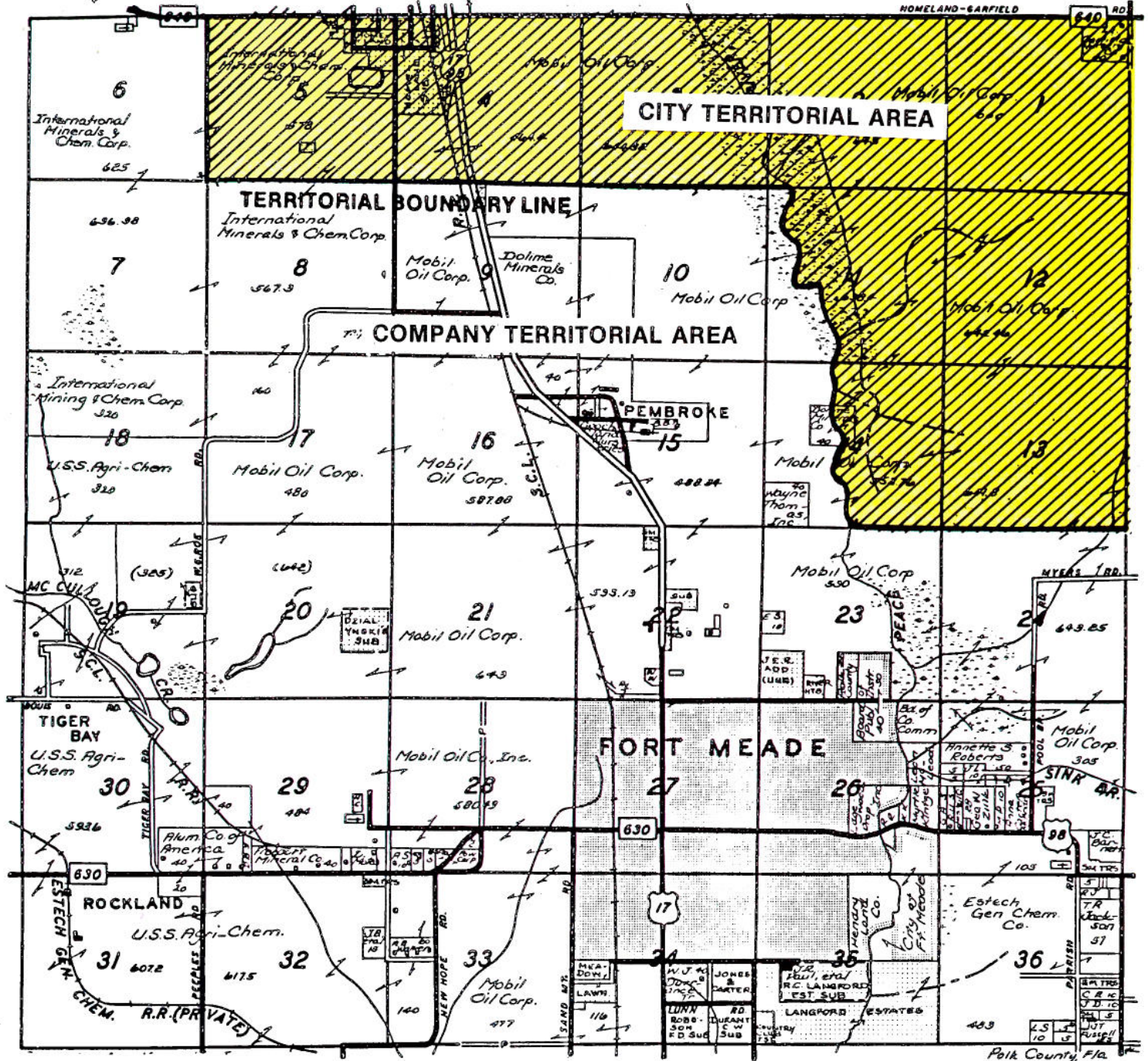


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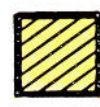


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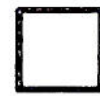
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BETWEEN
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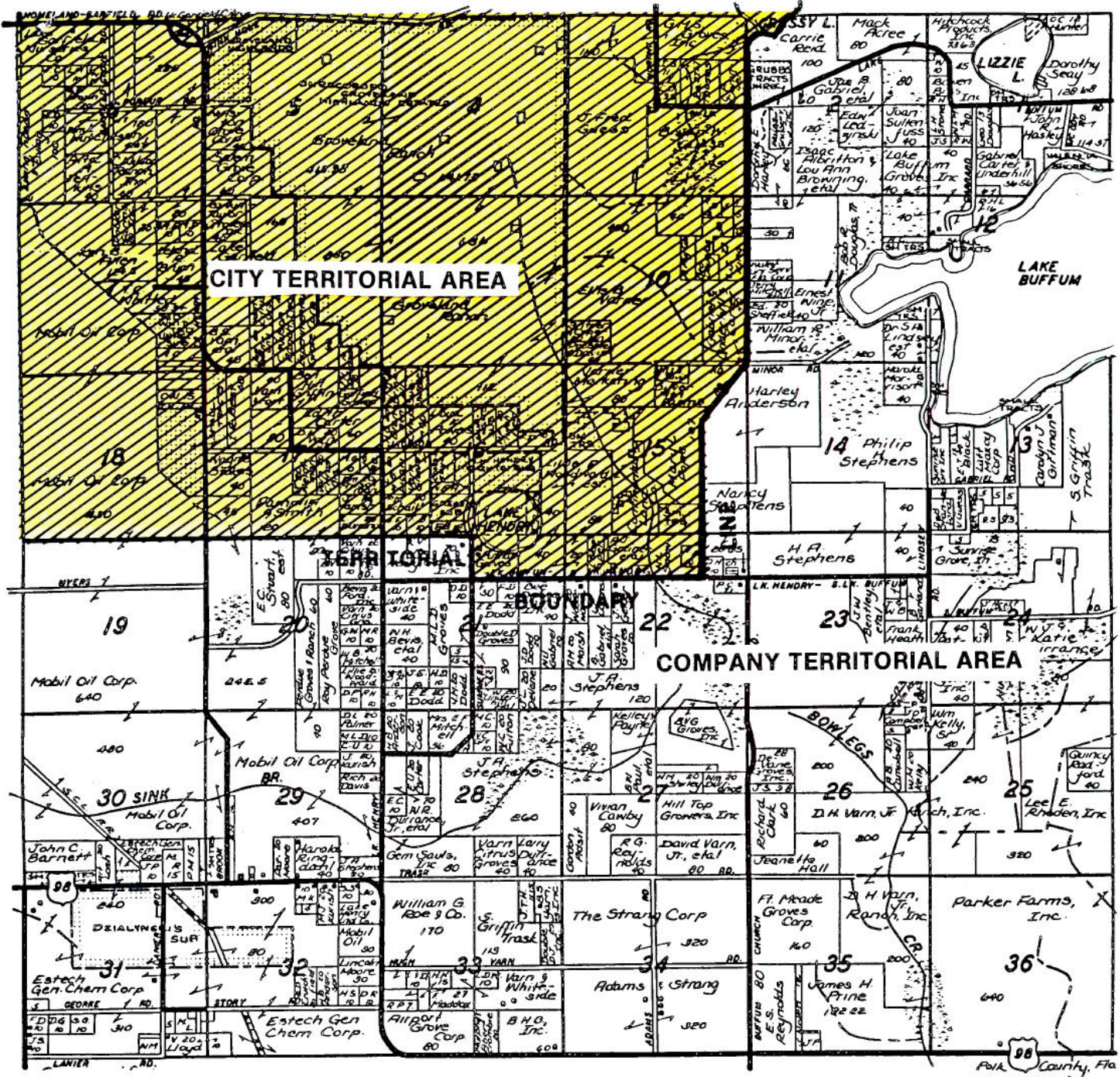


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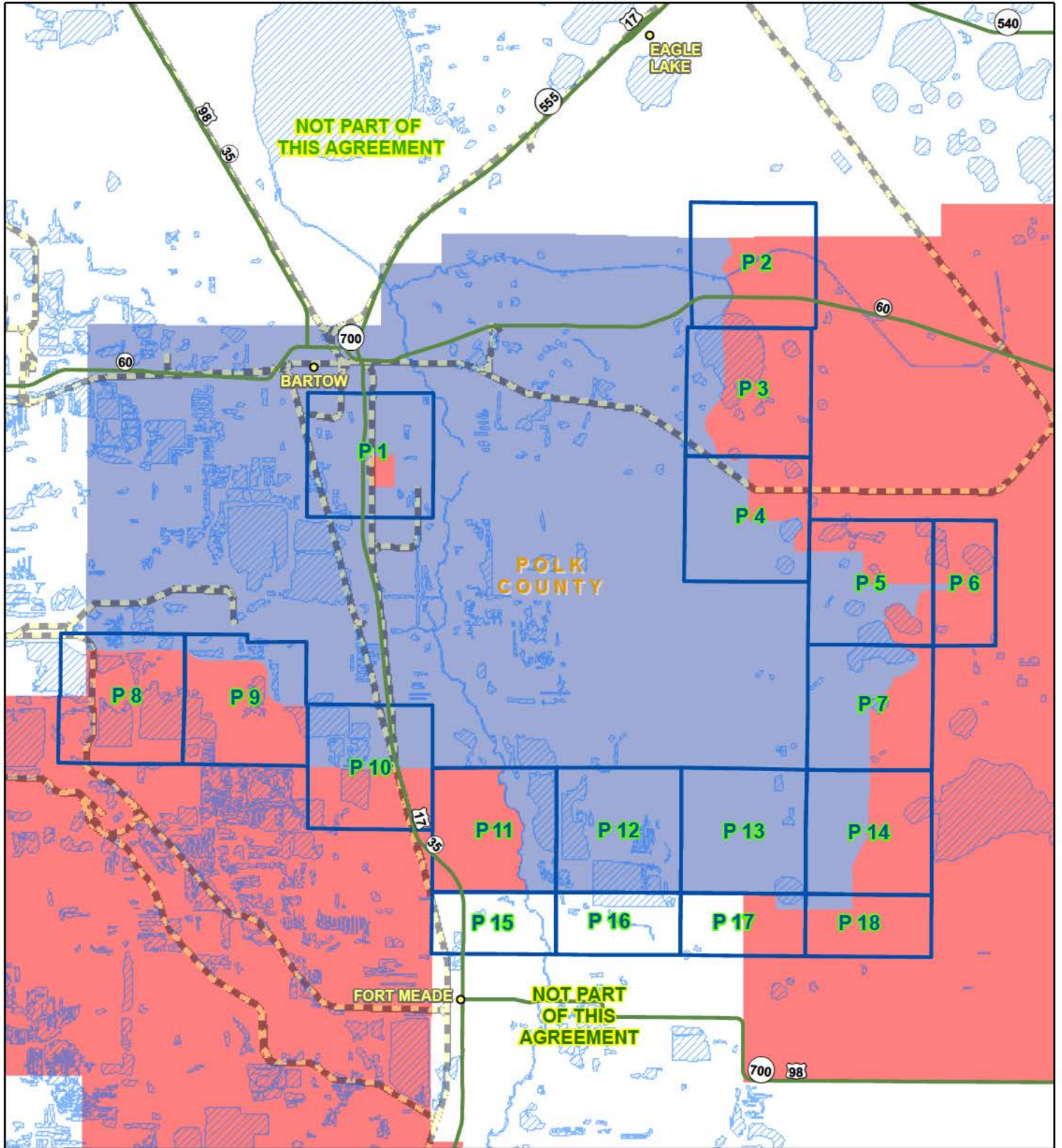
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TERRITORIAL AGREEMENT
 BETWEEN
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**DUKE ENERGY - CITY OF BARTOW
TERRITORIAL AGREEMENT
POLK COUNTY
PAGE INDEX**

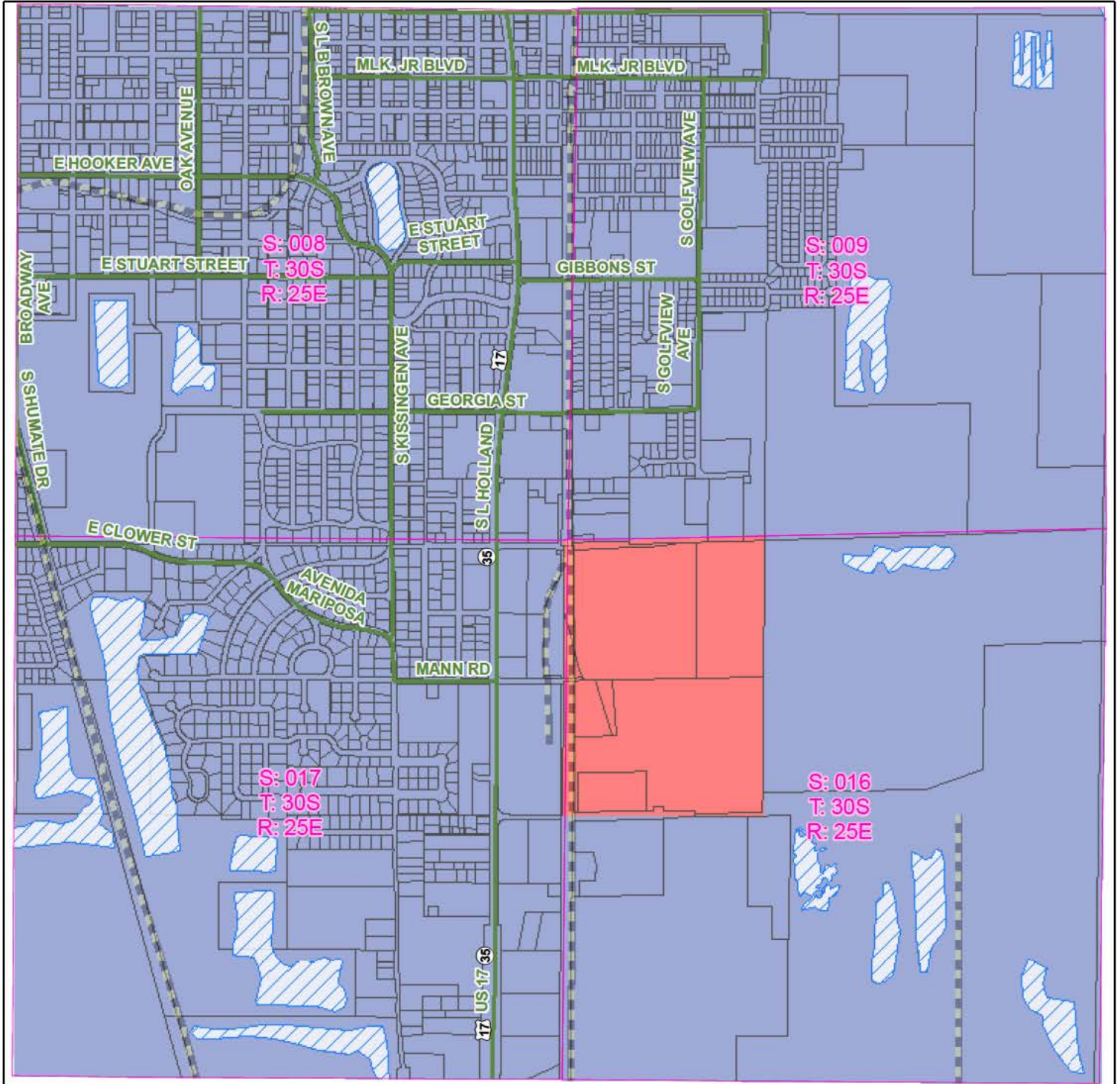


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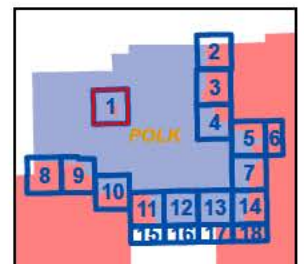
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- Water
- Railroads
- Page
- County
- City and Place Names



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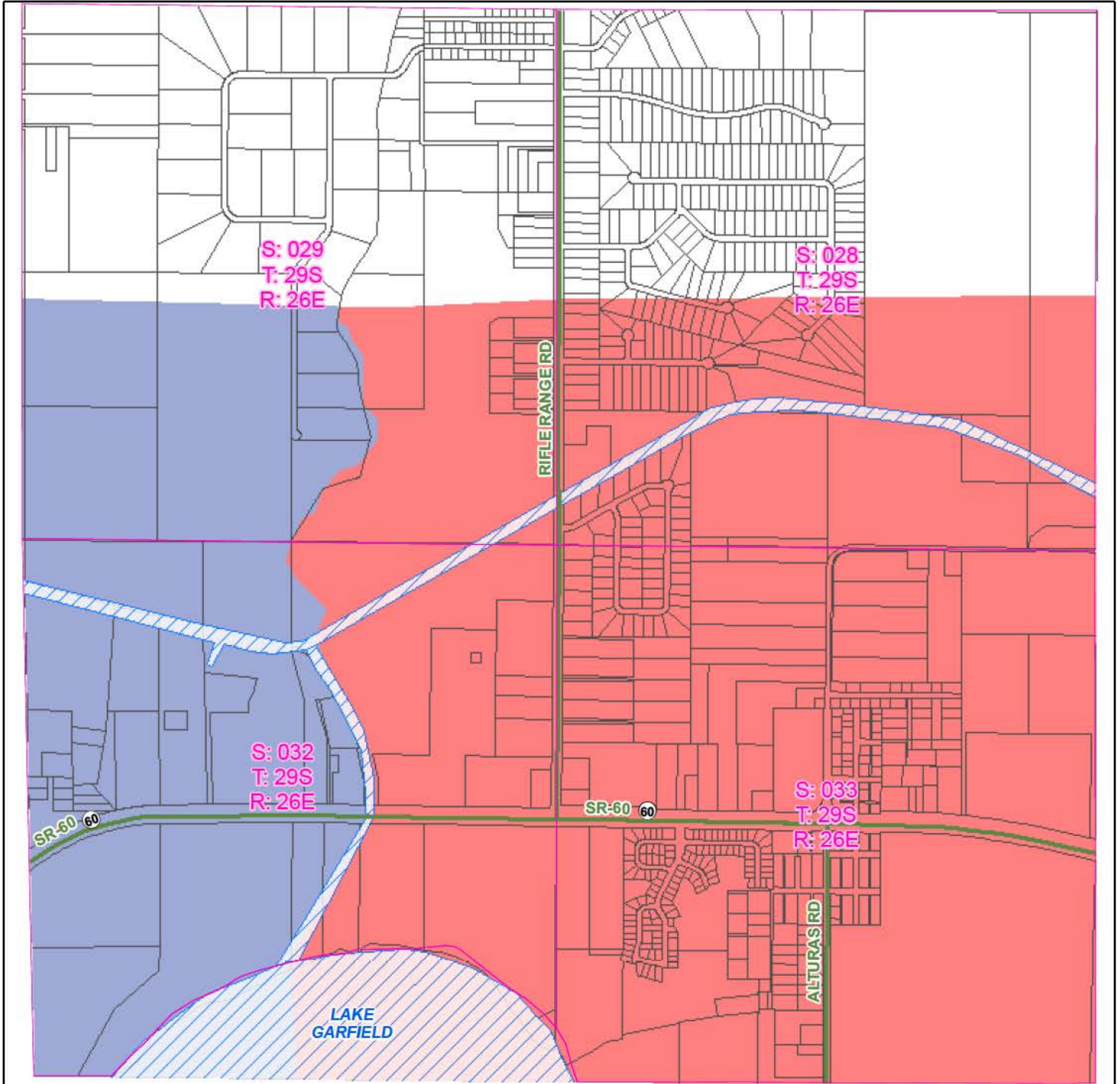


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 S-T-R
 Major Roadways
 Parcel
 County
- Duke Energy
 Railroads
 Water
 City and Place Names



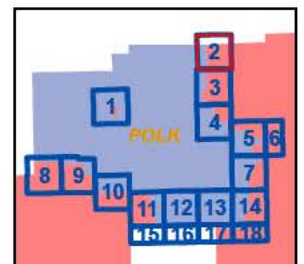
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See page 3

- City of Bartow S-T-R Major Roadways Parcel County
- Duke Energy Railroads Water City and Place Names

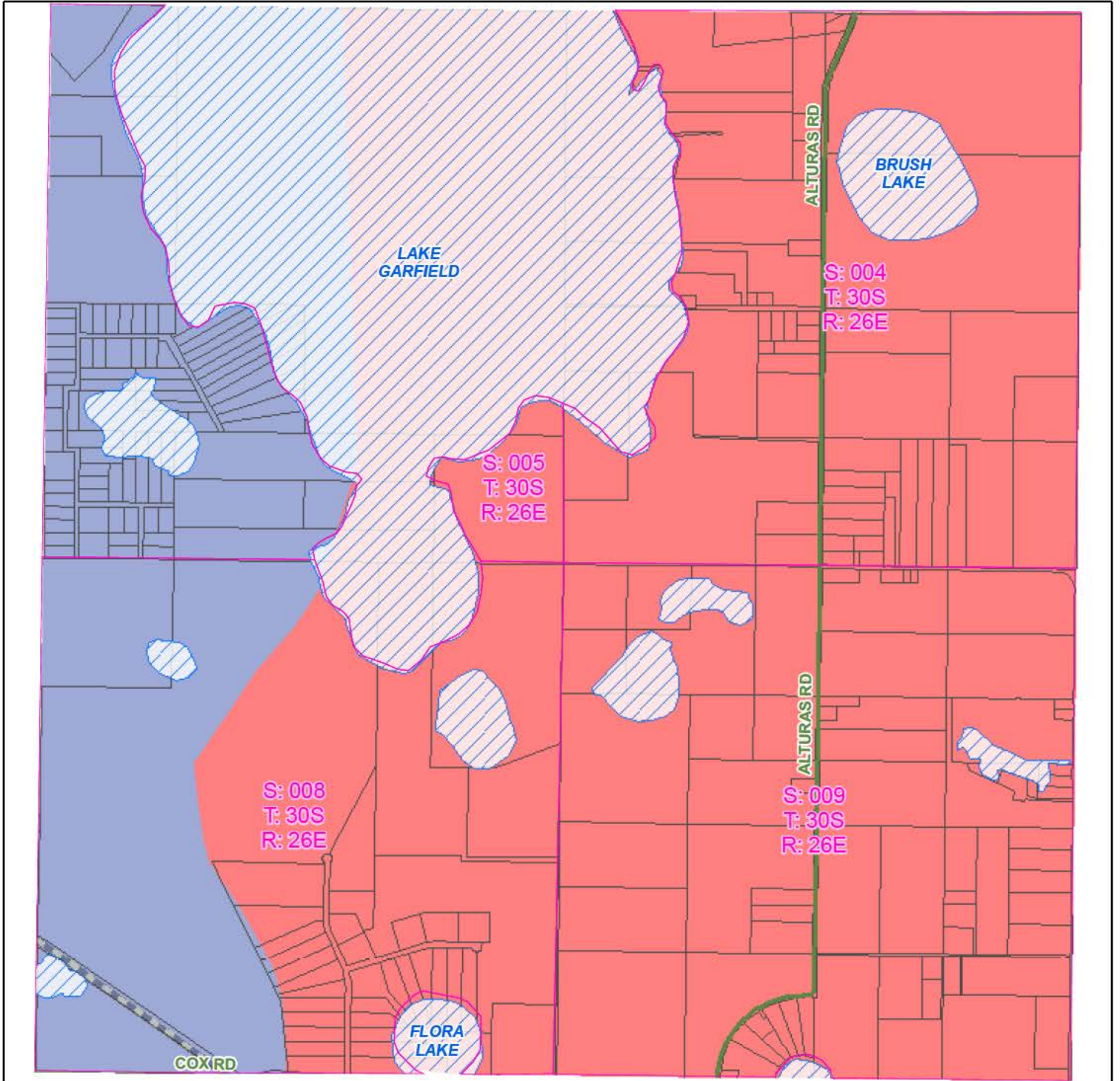


**DUKE ENERGY - CITY OF BARTOW
TERRITORIAL AGREEMENT
POLK COUNTY, FL**

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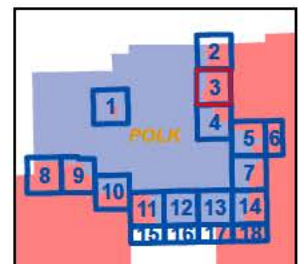
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See page 2



See page 4

- City of Bartow
- Duke Energy
- S-T-R
- Major Roadways
- Railroads
- Parcel
- Water
- County
- City and Place Names

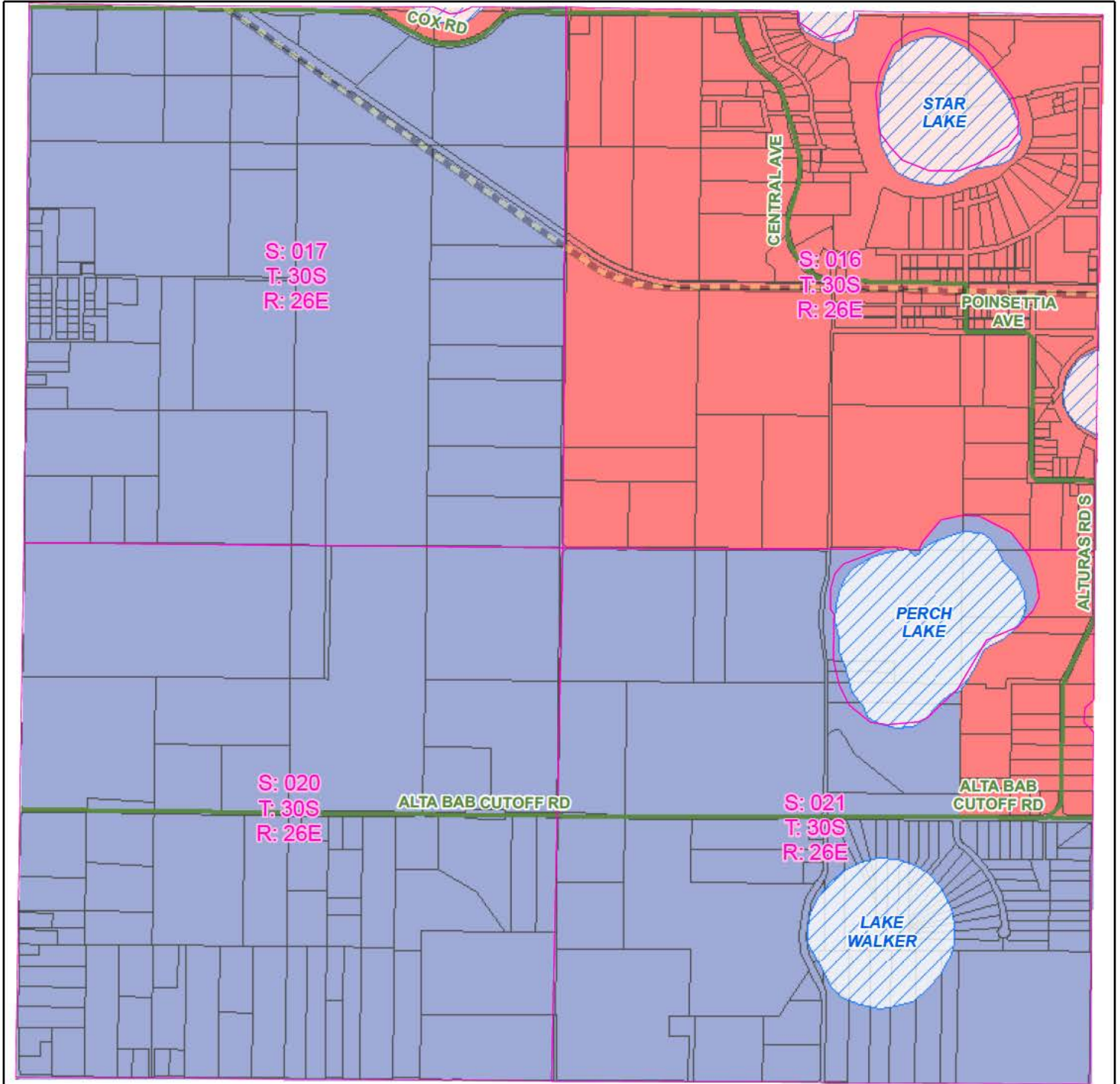


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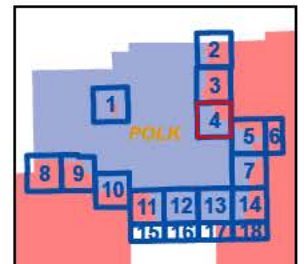
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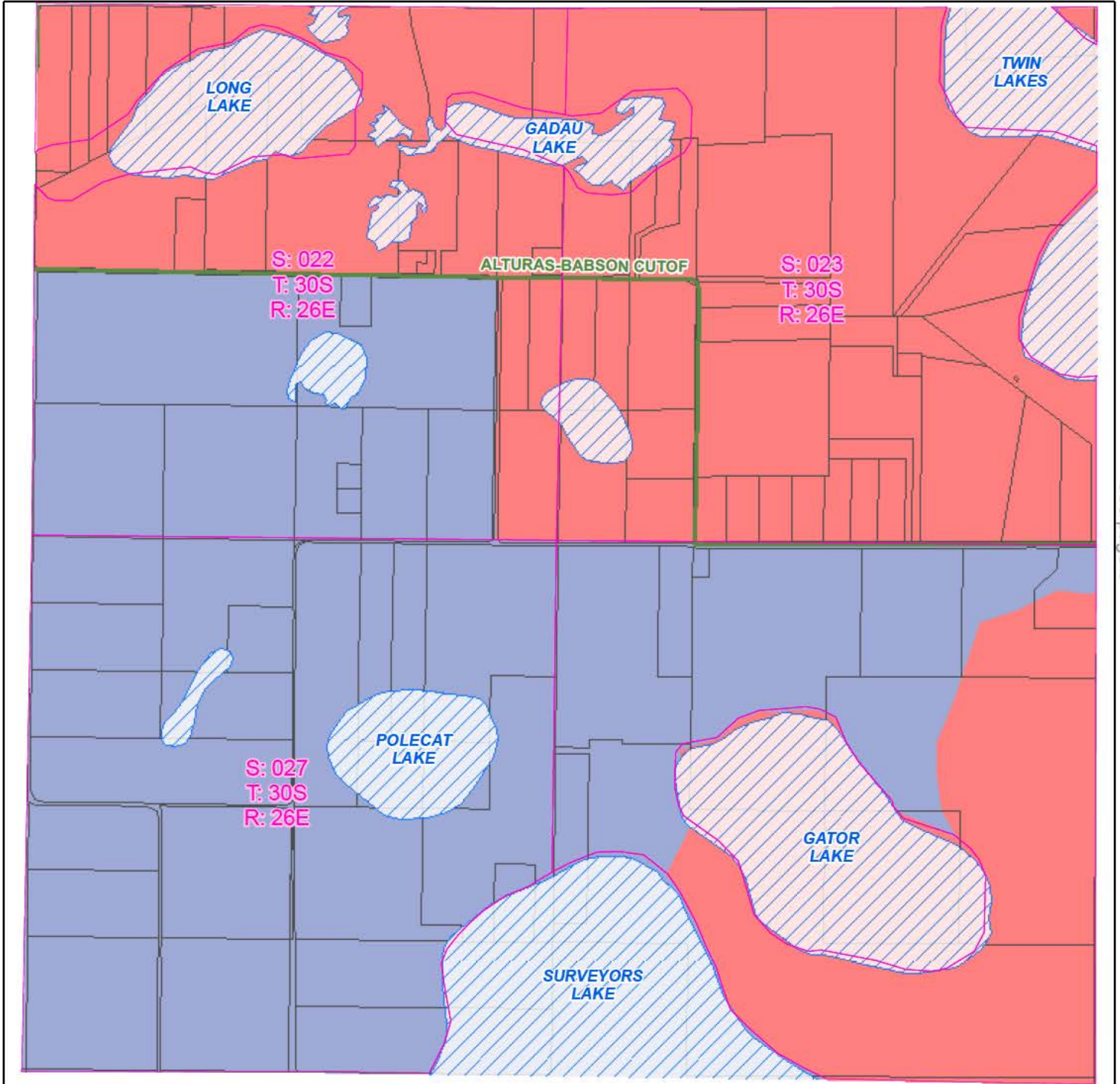


- City of Bartow
 S-T-R
 Major Roadways
 Parcel
 County
- Duke Energy
 Railroads
 Water
 City and Place Names



**DUKE ENERGY - CITY OF BARTOW
TERRITORIAL AGREEMENT
POLK COUNTY, FL**

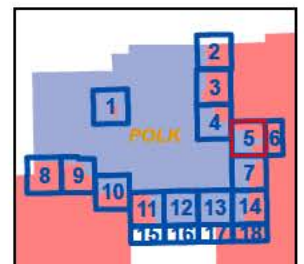
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See page 6

See page 7

- City of Bartow
- Duke Energy
- S-T-R
- Major Roadways
- Railroads
- Parcel
- County
- Water
- City and Place Names

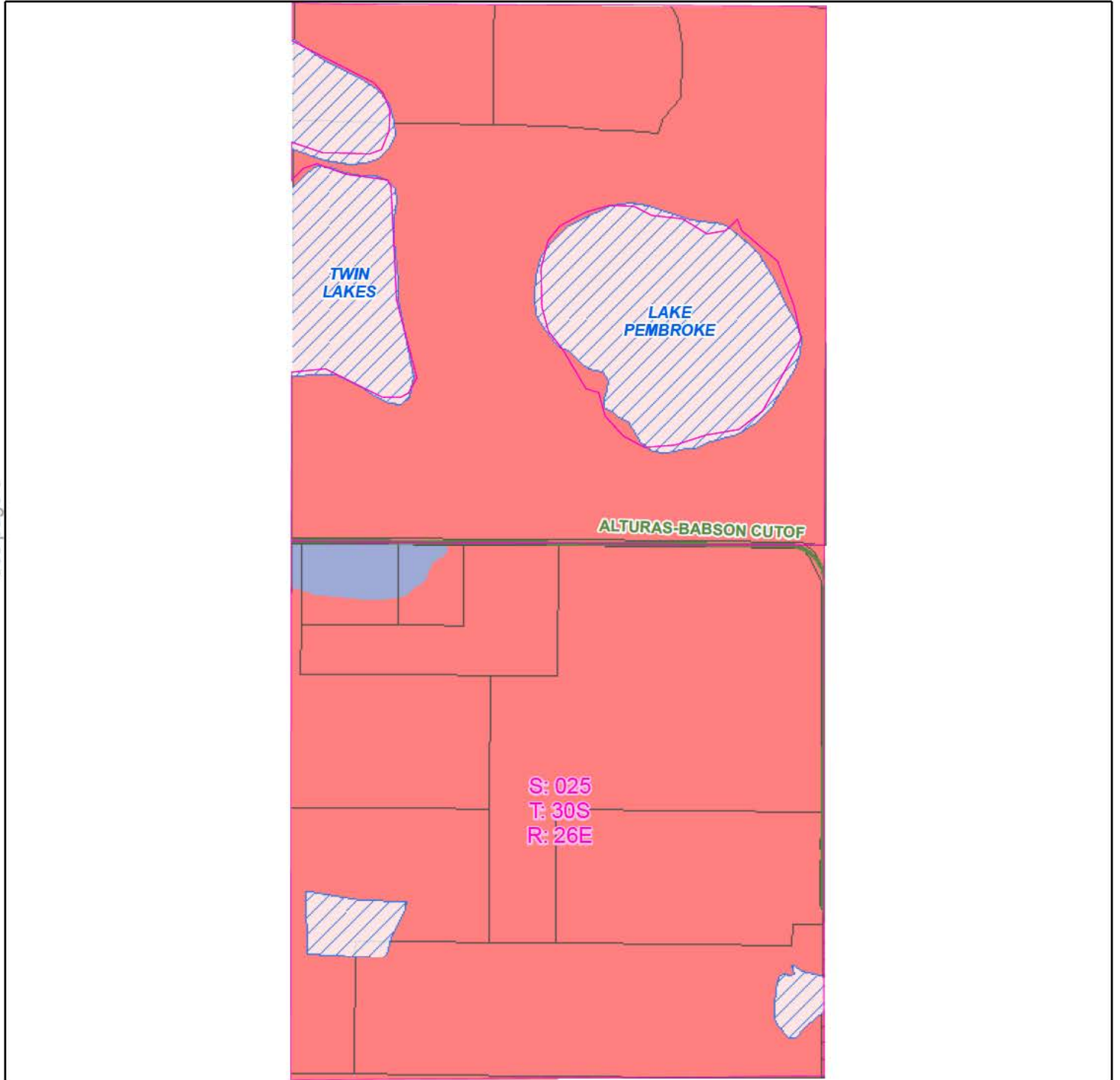


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TERRITORIAL AGREEMENT
POLK COUNTY, FL**

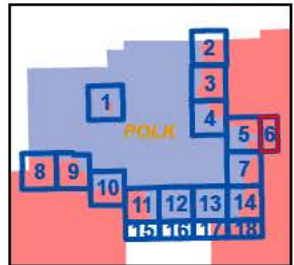
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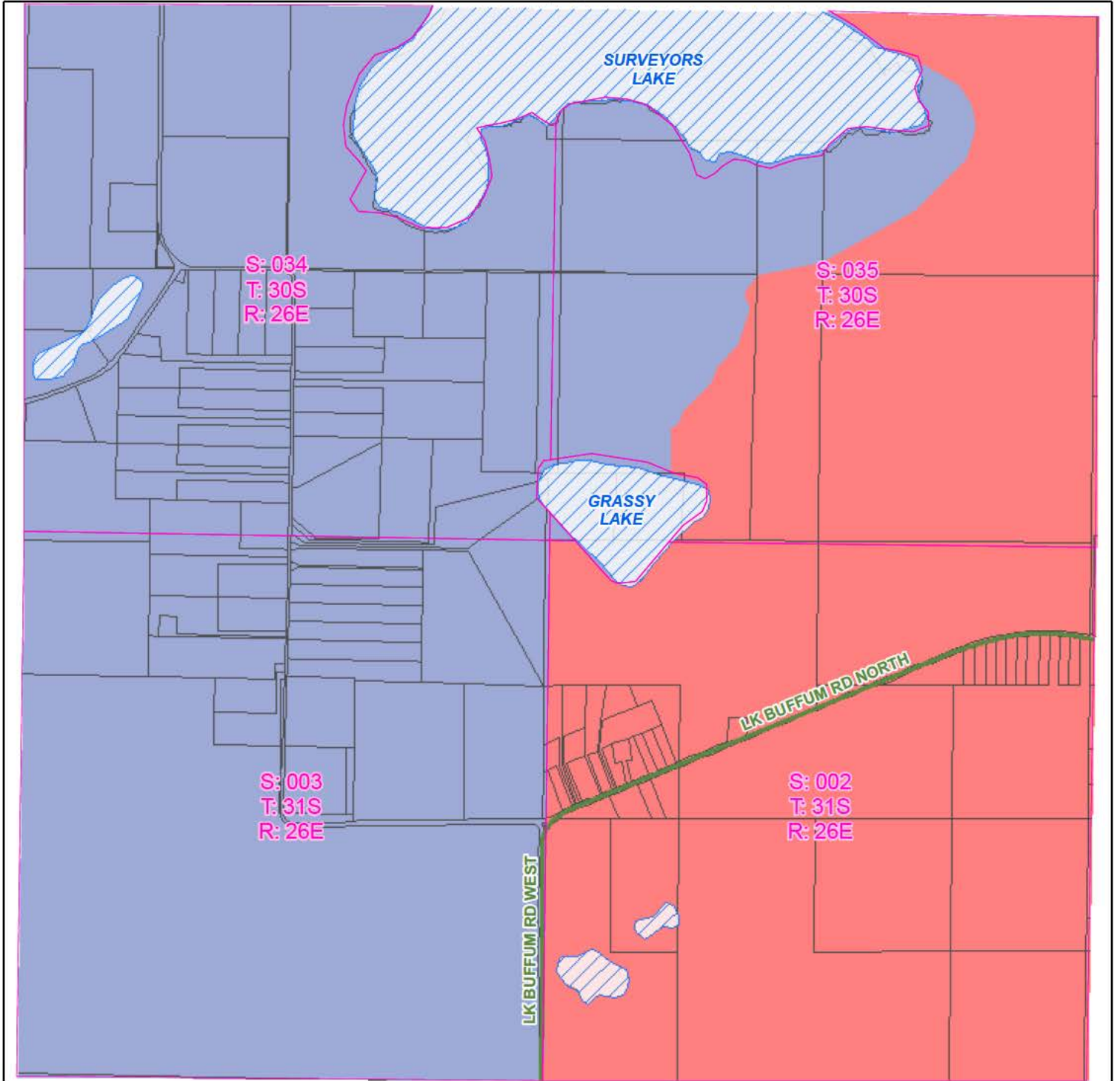
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- Duke Energy Railroads Water City and Place Names



**DUKE ENERGY - CITY OF BARTOW
TERRITORIAL AGREEMENT
POLK COUNTY, FL**

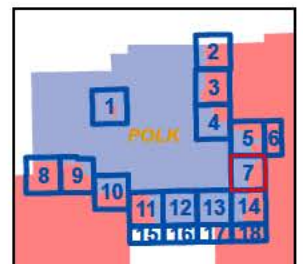
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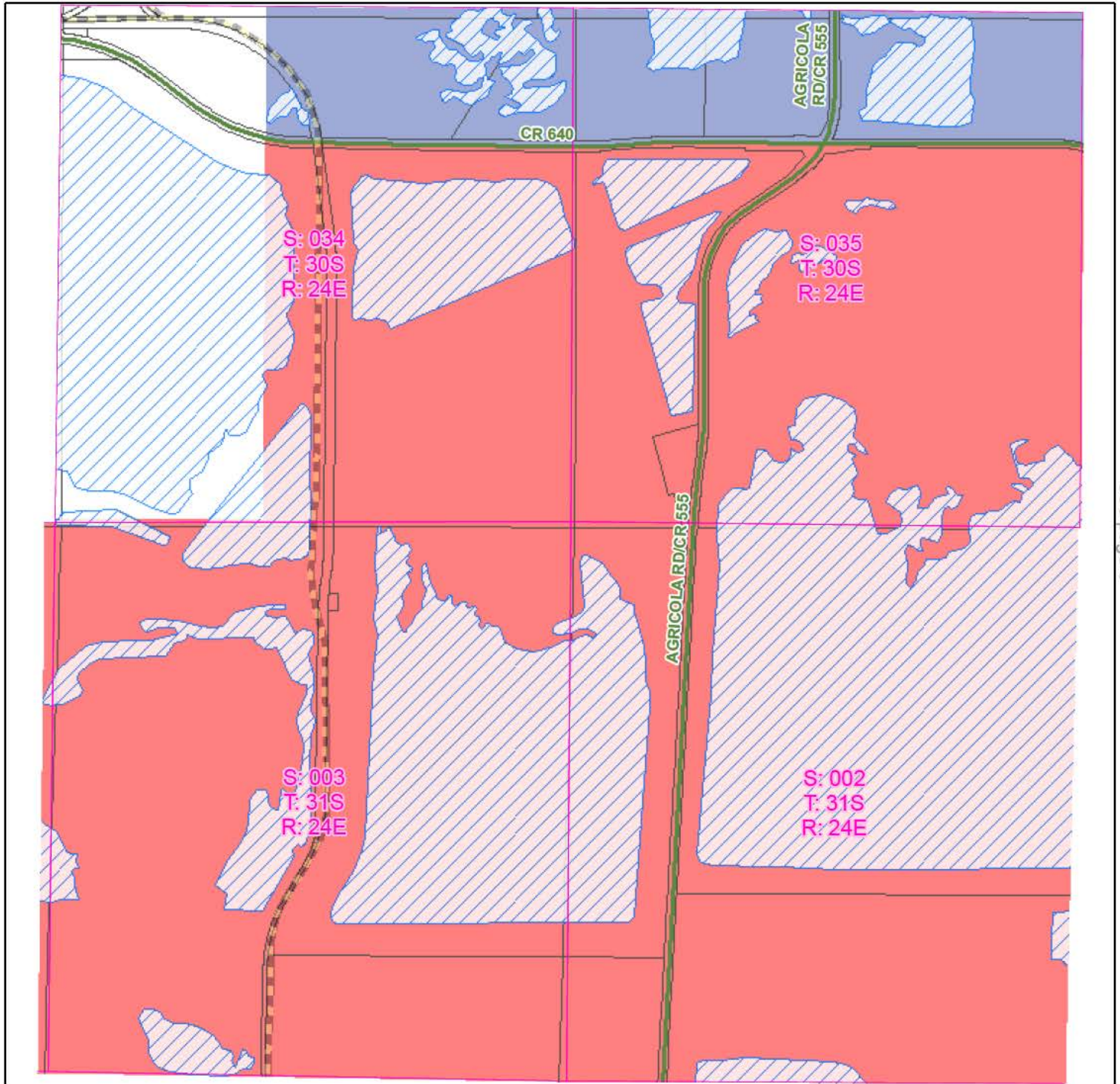


See page 14

- City of Bartow S-T-R Major Roadways Parcel County
- Duke Energy Railroads Water City and Place Names

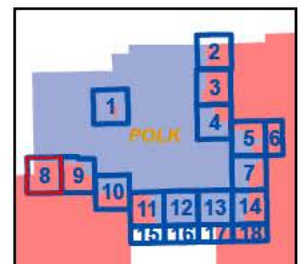


**DUKE ENERGY - CITY OF BARTOW
TERRITORIAL AGREEMENT
POLK COUNTY, FL**



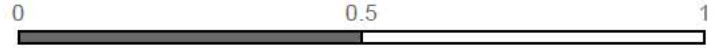
See page 9

- City of Bartow
- Duke Energy
- S-T-R
- Major Roadways
- Railroads
- Parcel
- Water
- County
- City and Place Names

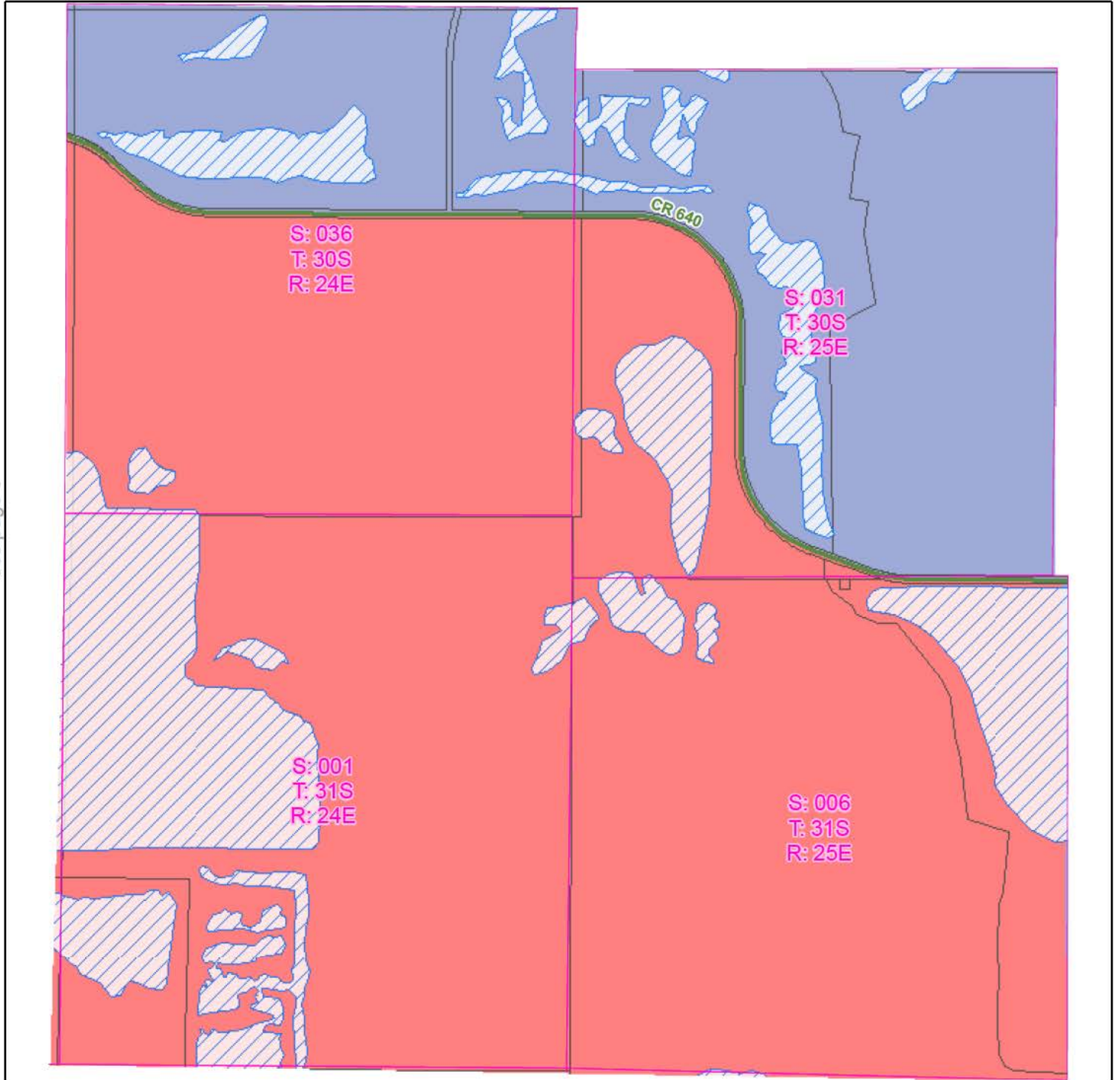


DUKE ENERGY - CITY OF BARTOW TERRITORIAL AGREEMENT POLK COUNTY, FL

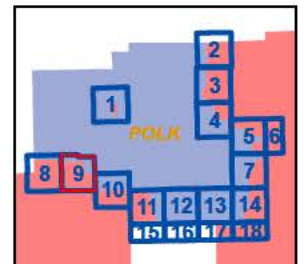
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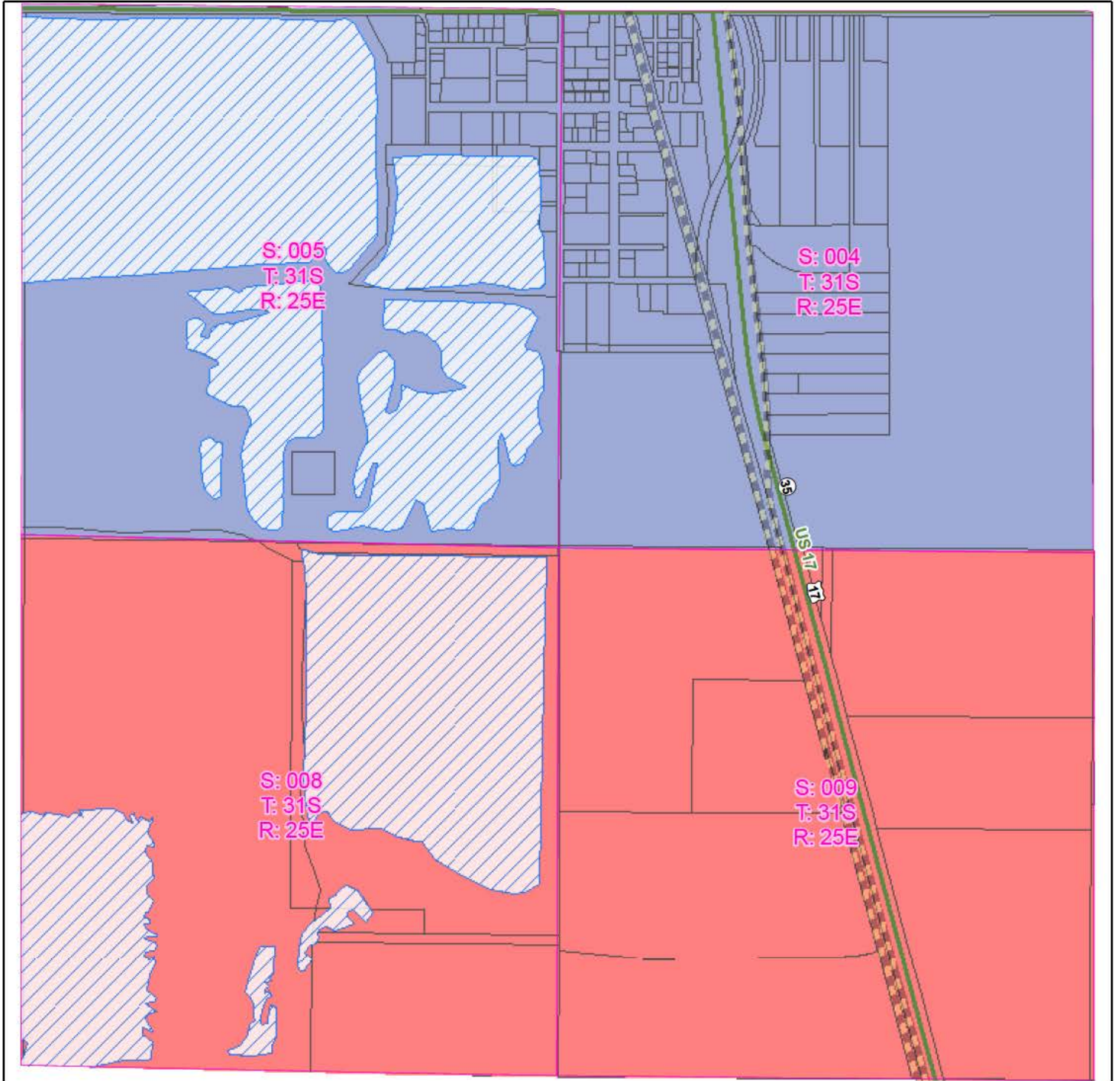


- City of Bartow
 S-T-R
 Major Roadways
 Parcel
 County
- Duke Energy
 Railroads
 Water
 City and Place Names

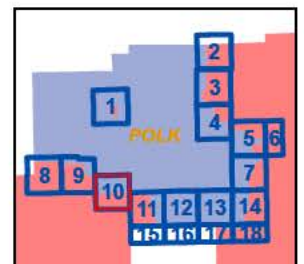


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TERRITORIAL AGREEMENT
POLK COUNTY, FL**

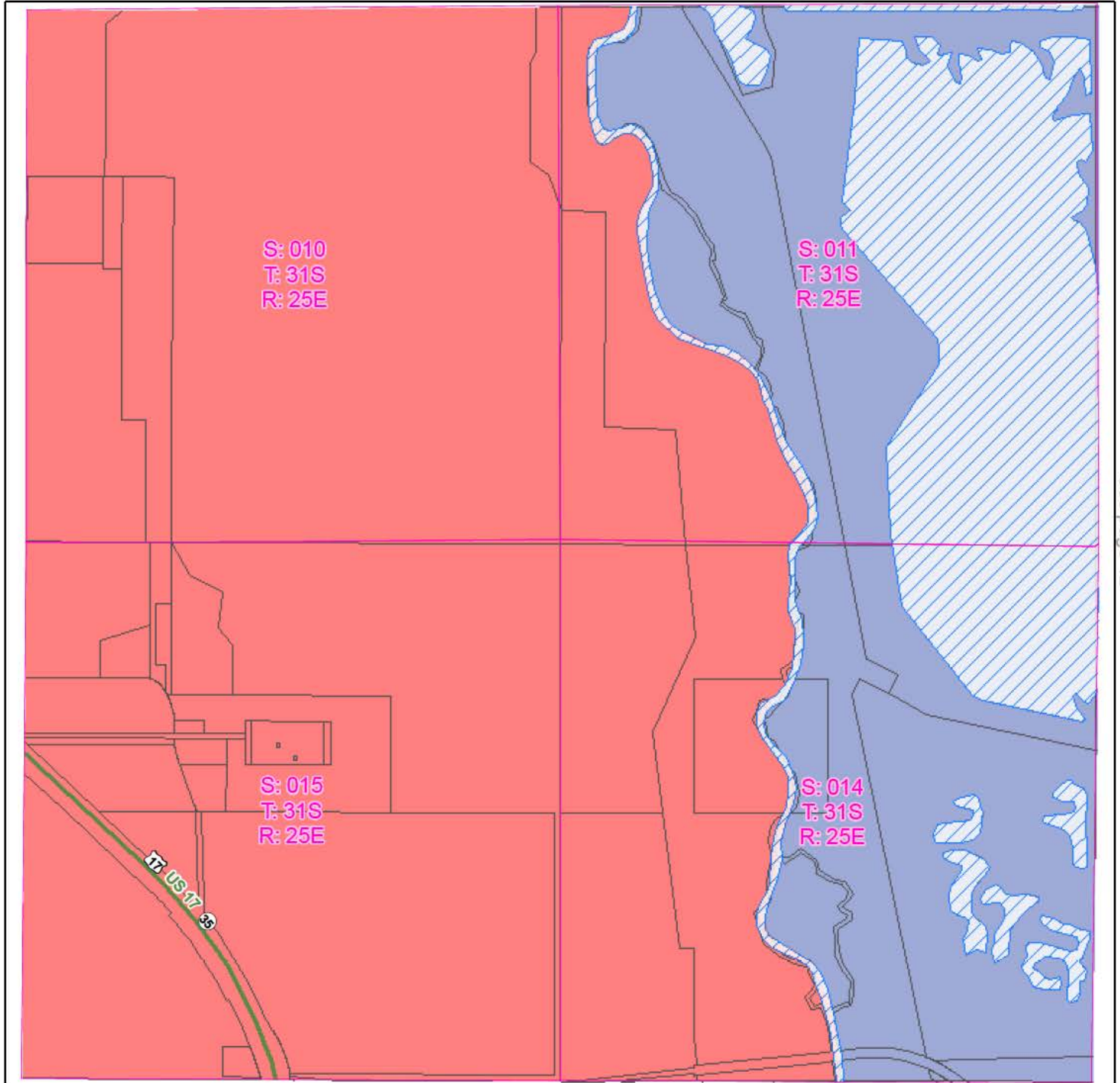
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- Duke Energy Railroads Water City and Place Names



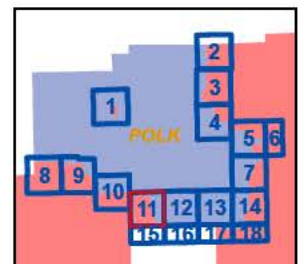
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TERRITORIAL AGREEMENT
POLK COUNTY, FL**



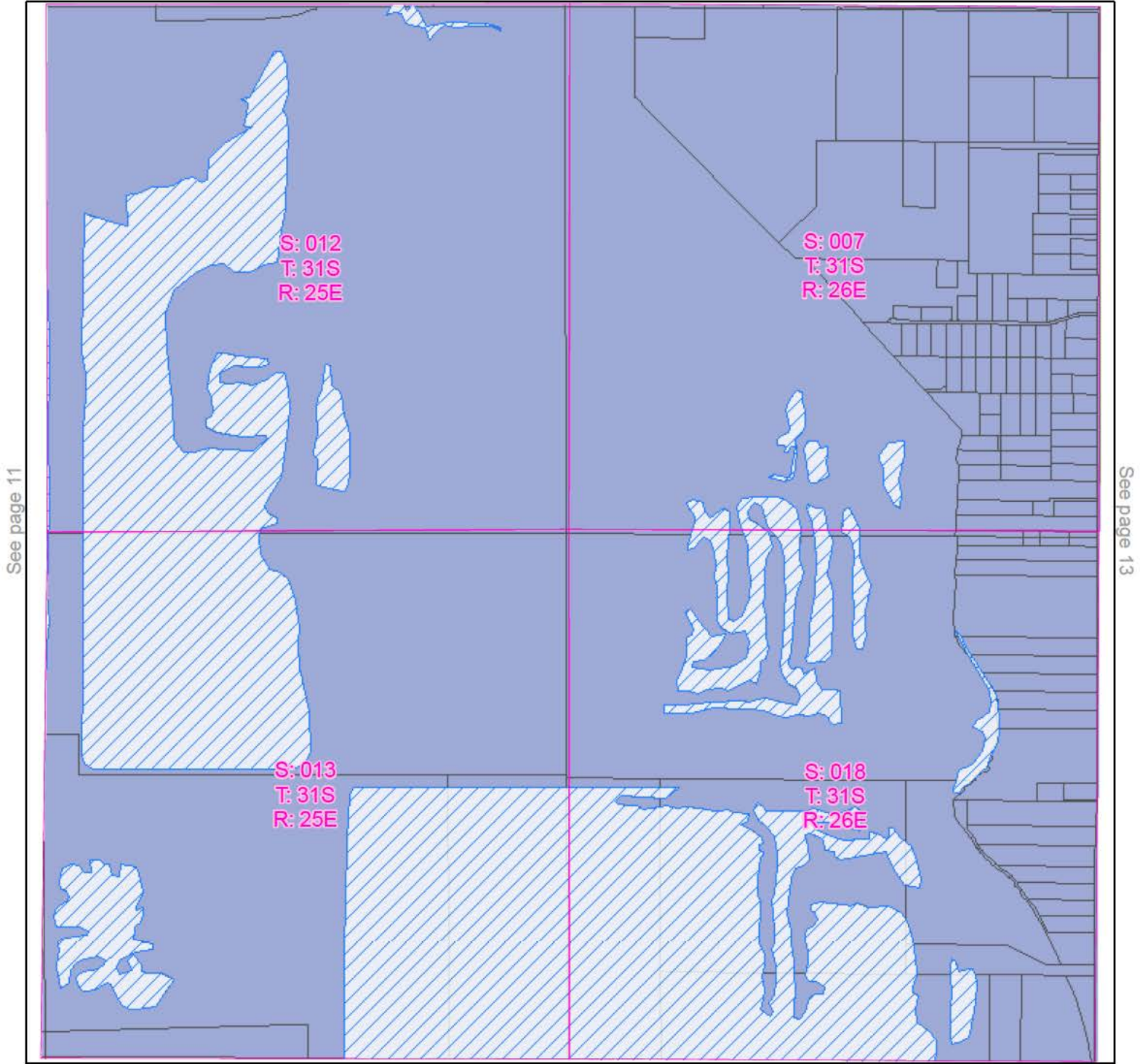
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See page 15

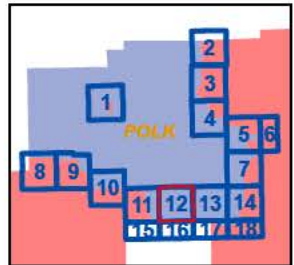
- City of Bartow
- S-T-R
- Major Roadways
- Parcel
- County
- Duke Energy
- Railroads
- Water
- City and Place Names



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TERRITORIAL AGREEMENT
POLK COUNTY, FL**

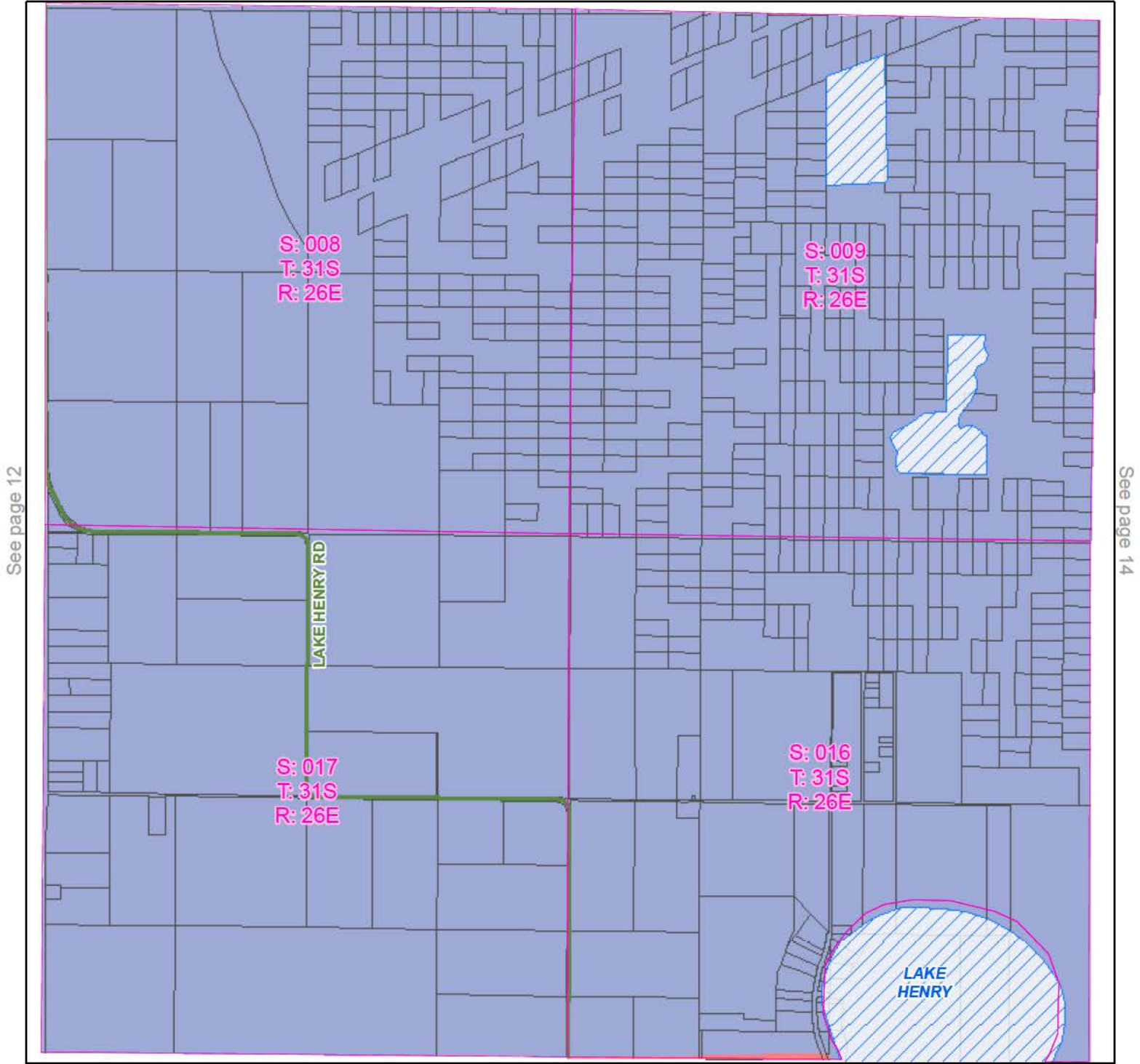
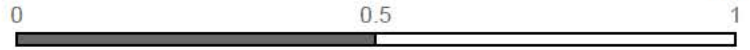


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- Duke Energy Railroads Water City and Place Names



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TERRITORIAL AGREEMENT
POLK COUNTY, FL**

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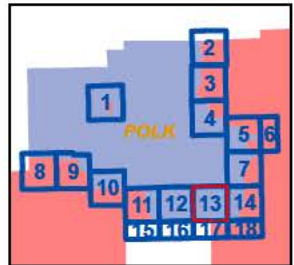


See page 12

See page 14

See page 17

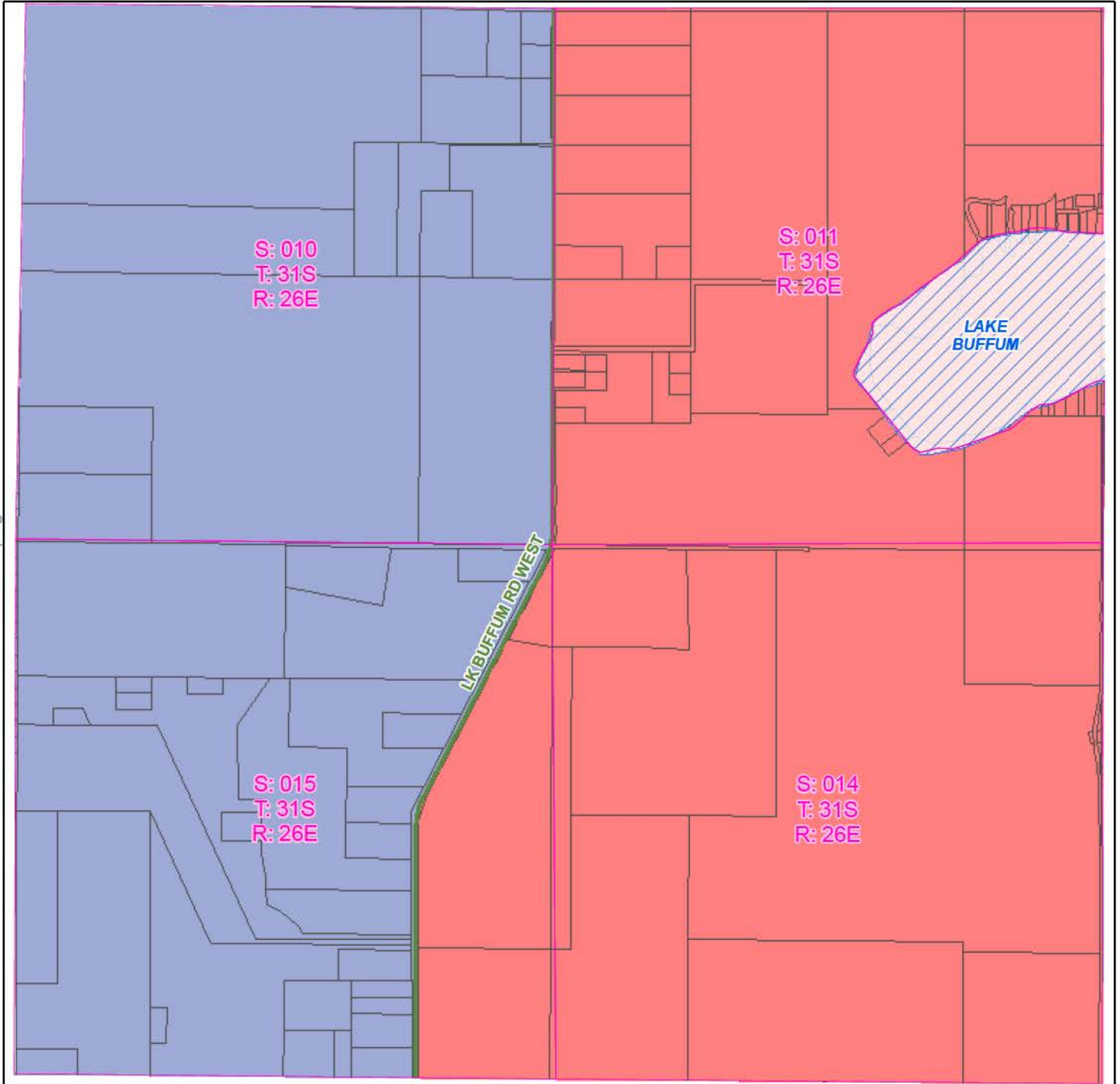
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- S-T-R
- Major Roadways
- Parcel
- County
- Duke Energy
- Railroads
- Water
- City and Place Names



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TERRITORIAL AGREEMENT
POLK COUNTY, FL**

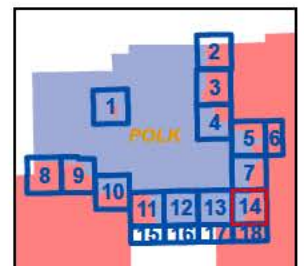
See page 7

See page 13



See page 18

- City of Bartow
- S-T-R
- Major Roadways
- Parcel
- County
- Duke Energy
- Railroads
- Water
- City and Place Names



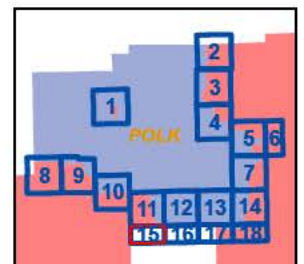
**DUKE ENERGY - CITY OF BARTOW
TERRITORIAL AGREEMENT
POLK COUNTY, FL**

See page 11



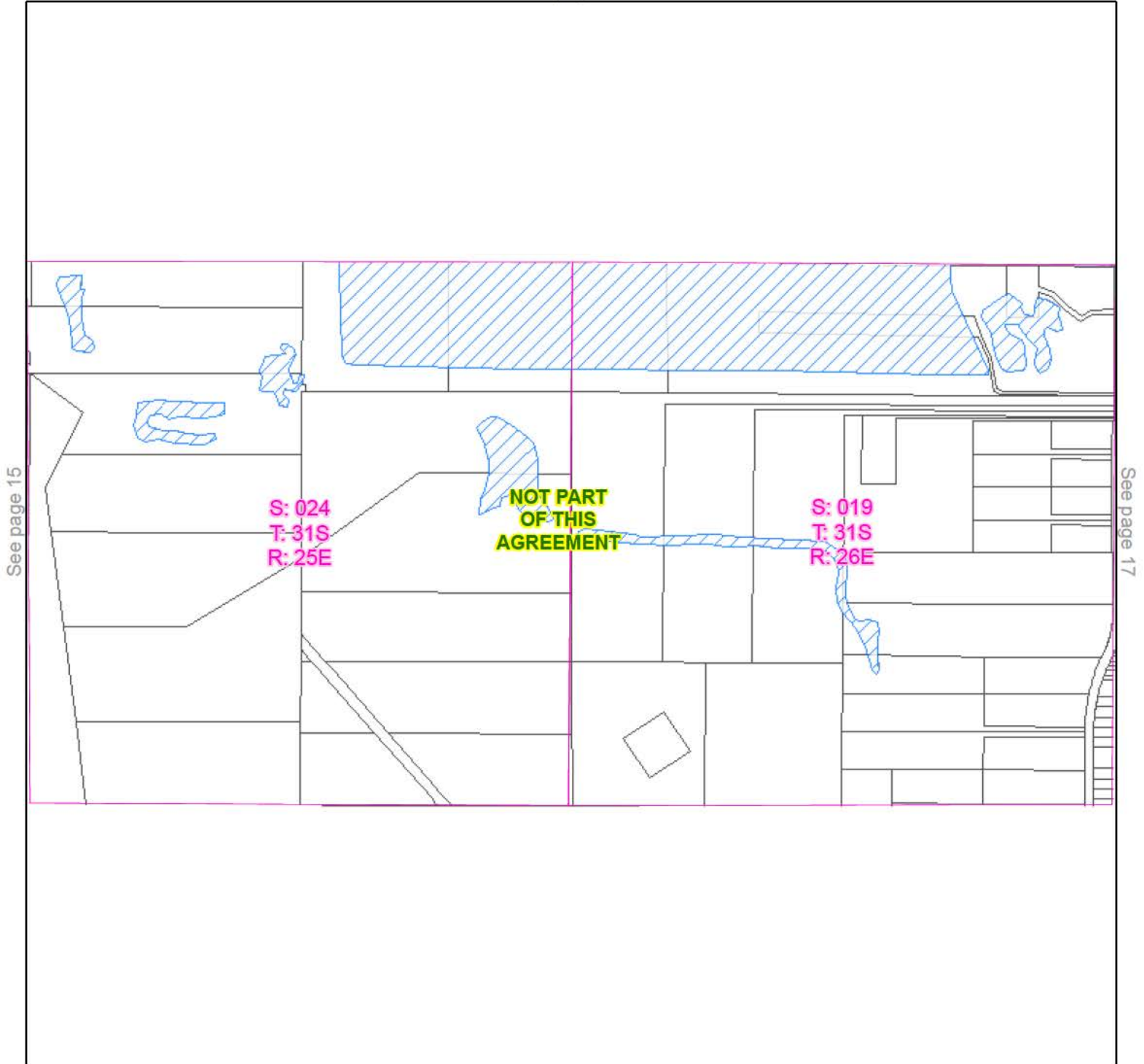
See page 16

- City of Bartow
- S-T-R
- Major Roadways
- Parcel
- County
- Duke Energy
- Railroads
- Water
- City and Place Names

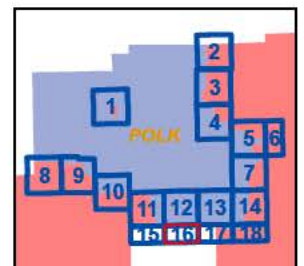


**DUKE ENERGY - CITY OF BARTOW
TERRITORIAL AGREEMENT
POLK COUNTY, FL**

See page 12

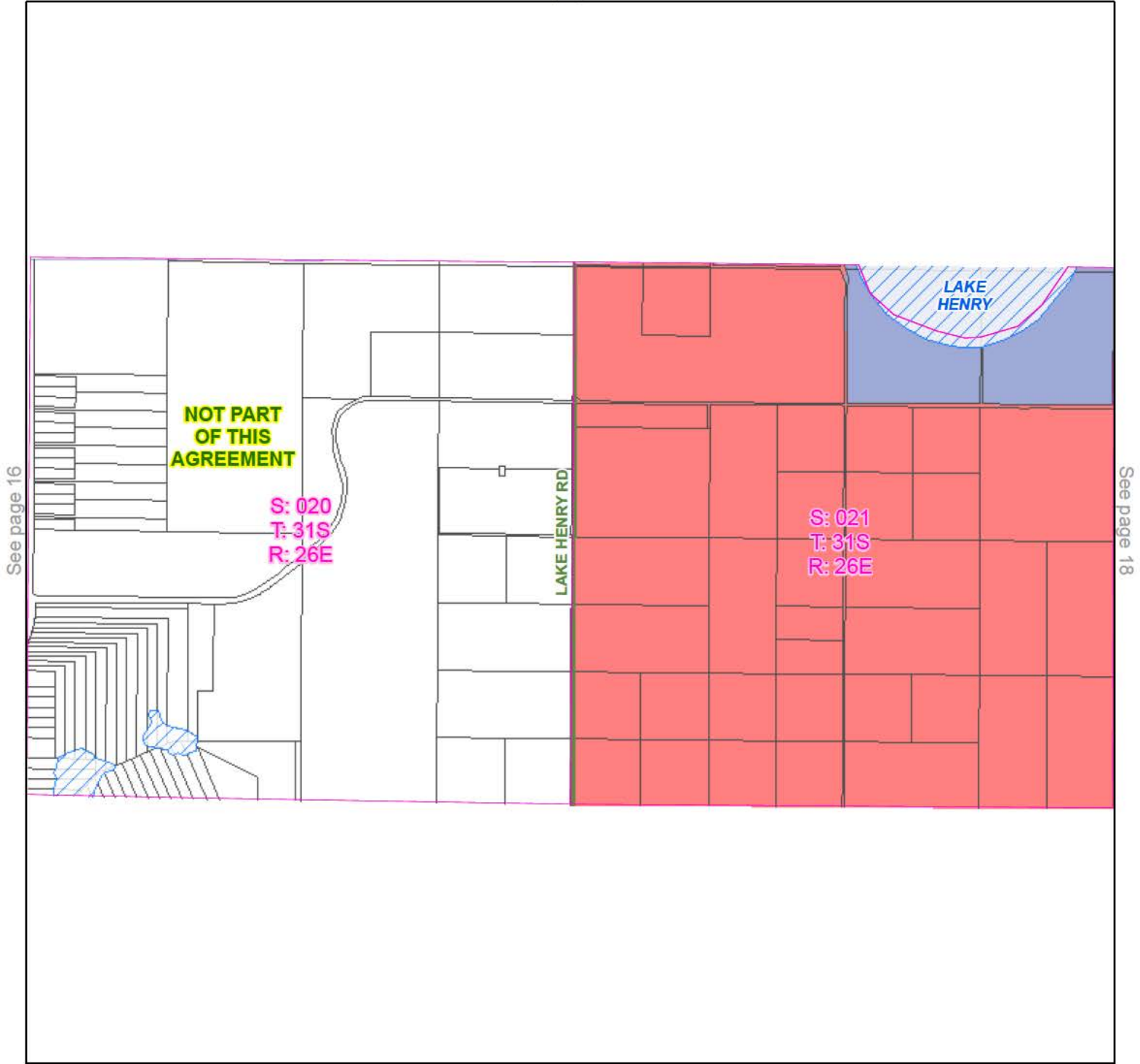


- City of Bartow
 S-T-R
 Major Roadways
 Parcel
 County
- Duke Energy
 Railroads
 Water
 City and Place Names

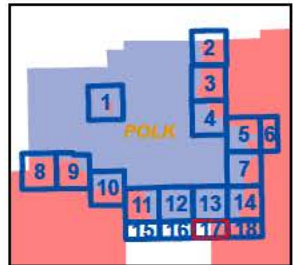


**DUKE ENERGY - CITY OF BARTOW
TERRITORIAL AGREEMENT
POLK COUNTY, FL**

See page 13



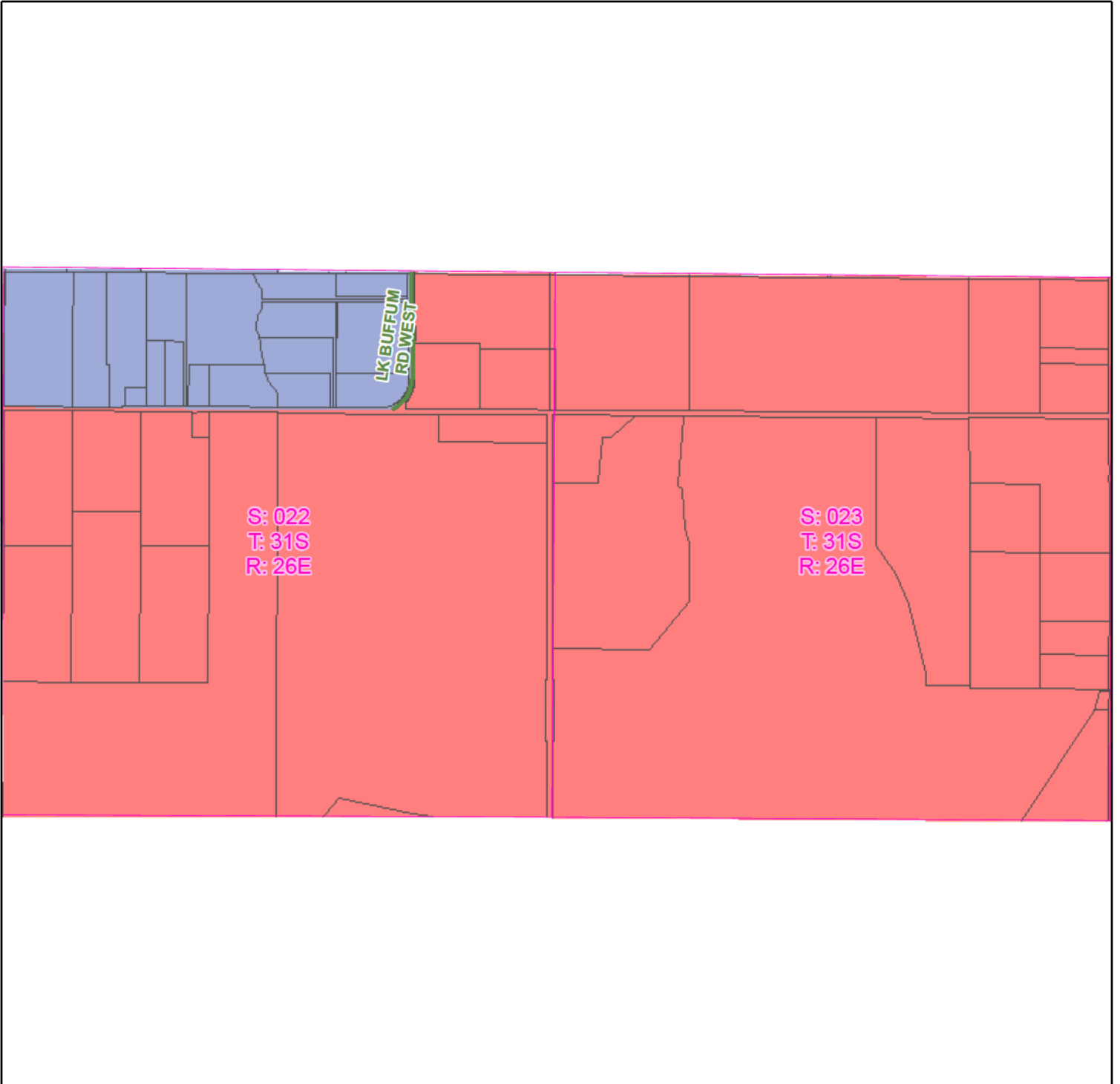
- City of Bartow
- S-T-R
- Major Roadways
- Parcel
- County
- Duke Energy
- Railroads
- Water
- City and Place Names



**DUKE ENERGY - CITY OF BARTOW
TERRITORIAL AGREEMENT
POLK COUNTY, FL**

See page 14

See page 17



- City of Bartow
 S-T-R
 Major Roadways
 Parcel
 County
- Duke Energy
 Railroads
 Water
 City and Place Names

