

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint Petition of Sumter Electric)
Cooperative, Inc. and The City of Bushnell,) Docket No.
a Florida municipality, for approval of a)
Modification to the Territorial Agreement) October 29, 2021
for Sumter County.)
_____)

**JOINT PETITION FOR APPROVAL OF A
MODIFICATION TO THE TERRITORIAL AGREEMENT**

Sumter Electric Cooperative, Inc. (“SECO”) and The City of Bushnell (“City” or “Bushnell”) (collectively, the “Joint Petitioners” or “Parties”; “Party” for singular references), pursuant to Section 366.04(2)(d), Fla. Stat., and Rules 25-6.0440 and 28-106.201, F.A.C., jointly petition the Florida Public Service Commission (“Commission”) for approval of a Modification to their existing Territorial Agreement for Sumter County, Florida. In support, the Joint Petitioners state:

1. SECO and Bushnell are parties to a currently effective territorial agreement delineating their respective service territories in Sumter County, Florida (the “Current Agreement”), approved by the Commission in Order No. PSC-2020-0258-PAA-EU, issued July 24, 2020, in Docket No. 20200138-EU, and consummated by Order No. PSC-2020-0281-CO-EU, issued August 19, 2020.

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

For SECO:

Floyd R. Self, B.C.S.
fself@bergersingerman.com
Berger Singerman LLP
313 N. Monroe Street, Suite 301
Tallahassee, Florida 32301
Telephone: 850-521-6727

Scott A. Gerken, Esq.
scott@stoneandgerken.com
Kevin M. Stone, Esq.
kevin@stoneandgerken.com
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, FL 32757
Telephone: 352-357-0330
Facsimile: 352-357-2474

For the City of Bushnell

Jody Lamar Finklea, B.C.S.
jody.lamar.finklea@fmpa.com
Office of the General Counsel
Florida Municipal Power Agency
2061-2 Delta Way (32303-4240)
Post Office Box 3209
Tallahassee, Florida 32315-3209
Telephone: (850) 297-2011

Jody E. Young, CPM, CGFO
jyoung@cityofbushnellfl.com
City Manager/Finance Director
City of Bushnell
PO Box 115
117 E. Joe P. Strickland, Jr. Ave.
Bushnell, FL 33513
Telephone (352) 793-2591 ext. 1115

3. As of October 5, 2021, the Joint Petitioners entered into an amendment (“First Amendment”) to the Current Agreement, attached hereto as Attachment A, in an effort to modify the Parties’ respective service areas in Sumter County in three locations. (1) A large industrial customer (“New Customer”) is seeking to construct and operate a large facility in the City’s current service territory, which would require significant capital investment and construction of new facilities by the City to provide the requisite electric service to the New Customer. (2) In addition, security light service has been requested to another area within the City’s current service territory, which service would require a significant and costly extension of facilities by the City. In both the case of the New Customer and the security light service, SECO is able to provide electric service with less new investment and less costly extension of existing facilities than the City. (3) An existing customer of the City is planning to expand its recreational vehicle (“RV”) park facilities to an adjacent area within SECO’s current service territory (the “RV Park Customer”), which would require significant capital investment and construction of new facilities by SECO to provide

the requisite electric service to the RV Park Customer. For the RV Park Customer, the City is able to provide electric service with less new investment and less costly extension of existing facilities than SECO. For all three locations, the Parties have agreed to exchange certain territorial area parcels to facilitate the less costly expansion of service by the appropriate Party.

4. The Current Agreement expressly provides that the effectiveness of any amendment thereto is contingent upon the subsequent approval of the Commission. The First Amendment to the Current Agreement will become effective and enforceable upon the issuance of an Order by the Commission approving the First Amendment to the Current Agreement in its entirety.

5. Except as modified as shown in Exhibit A, the terms and conditions of the Current Agreement remain unchanged and in full force and effect, and there are no known disputed issues of material fact related to this Petition.

6. The Joint Petitioners believe, and therefore represent to the Commission, that the proposed First Amendment, and the Current Agreement as amended thereby, are in the public interest because they will eliminate the uneconomic duplication of services, will enable the New Customer, the security light service, and the RV Park Customer to be served in the most efficient and cost-effective manner, and will not cause a decrease in reliability of electrical service to existing or future customers of either Party.

7. Because the territorial area parcels addressed in the proposed First Amendment do not currently have electric service, no customer accounts will be transferred between the Parties and no written notice to customers is required.

WHEREFORE, the Joint Petitioners respectfully ask the Commission to approve the proposed First Amendment to the Current Agreement.

RESPECTFULLY SUBMITTED this 29th day of October, 2021.

/s/ Floyd R. Self
Floyd R. Self, B.C.S.
Berger Singerman LLP
313 North Monroe Street, Suite 301
Tallahassee, FL 32301

and

Scott A. Gerken, Esq.
Kevin M. Stone, Esq.
Stone & Gerken, P.A.
4850 North Highway 19A
Mount Dora, FL 32757

Counsel for Sumter Electric Cooperative, Inc.

/s/ Jody Lamar Finklea
Jody Lamar Finklea, B.C.S.
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Tallahassee, Florida 32315-3209

Counsel for the City of Bushnell

**FIRST AMENDMENT
TO
TERRITORIAL AGREEMENT
BETWEEN
SUMTER ELECTRIC COOPERATIVE, INC.
AND
CITY OF BUSHNELL, FLORIDA**

THIS FIRST AMENDMENT TO TERRITORIAL AGREEMENT (“First Amendment”), dated as of October 5, 2021, by and between **SUMTER ELECTRIC COOPERATIVE, INC.**, a Florida rural electric cooperative (“SECO”) and **CITY OF BUSHNELL**, a Municipal Government organized and existing under the laws of the State of Florida (“Bushnell” or the “City”) (collectively, “Parties” or individually a “Party”), and this shall become effective upon the approval of the Florida Public Service Commission (“Commission” or “PSC”).

WHEREAS, SECO and Bushnell are parties to an existing Territorial Agreement dated September 24, 2019, (the “Current Agreement”), which was approved by PSC Order No. PSC-2020-0258-PAA-EU, issued July 24, 2020 (the “Order”), and effective August 19, 2020, by Consummating Order No PSC-2020-0281-CO-EU issued August 19, 2020; and

WHEREAS, the Parties desire, pursuant to Article V, Section 5.1, to amend the Current Agreement to modify the Territorial Boundary Line to address the service and financial needs of three customers with a corresponding exchange of service Territorial Areas.

NOW THEREFORE, the Parties agree as follows:

1. The final territorial boundary modifications agreed to by the Parties are set forth in Exhibit A, which is incorporated herein by reference.
2. The changes in Exhibit A are driven by a new customer within the Territorial Area of Bushnell (“New Customer”) that has sought electric service for a new, large industrial plant whose service demands would require significant capital investment and construction of new facilities by the City to provide the requisite electric service to the New Customer.
3. Upon review of the demand requirements of this customer, the Parties agree that SECO can serve the New Customer with less new investment and less costly extension of facilities than Bushnell.
4. To timely meet the short-term and long-term needs of the New Customer, the Parties have entered into this First Amendment to modify the Territorial Boundary Line (see the detail reflected on Exhibit B, Page 6, which is PDF page 2, and is the larger of the two areas being transferred to SECO from Bushnell) so that the New Customer will be located within the Territorial Area of SECO. Further, to meet the immediate and temporary construction needs of the New Customer, the Parties, contemporaneously with this First Amendment, have also entered into a

temporary service agreement that would allow SECO to serve the New Customer until such time as the Commission may approve this First Amendment.

5. In addition to the foregoing customer-driven request, another Bushnell Territorial Area customer is requesting security light service for an area where there is no current electric service by the City, and which would require a significant and costly extension of facilities by the City to provide such security light service. SECO is able to provide the security light service with less new investment and less costly extension of existing facilities. Upon agreement of the Parties, Bushnell has allowed SECO to provide temporary service to this customer, subject to Commission approval of such temporary service and a Boundary Line change that would place this customer's security light service temporarily within the Territorial Area of SECO. Such Boundary Line change is reflected on Exhibit B, Page 6 (PDF page 2) as the smaller area at the top left of the map.

6. The Parties have also received a further customer-driven boundary modification request to transfer some of the existing SECO Territorial Area that currently has no customers (see the detail reflect on Exhibit B, Page 8, which is PDF page 3) to Bushnell to facilitate an existing-City-electric-customer's intent to expand its recreational vehicle ("RV") park facilities to an adjacent area within SECO's current Territorial Area (the "RV Park Customer"). The RV Park Customer desires the City to provide electric service for this expansion. Electric service to the RV Park Customer for the expansion would require significant capital investment and construction of new facilities by SECO. The City is able to provide electric service to the RV Park Customer for the expansion with less new investment and less costly extension of existing facilities than SECO.

7. The Parties agree, based on sound economic, engineering and other relevant considerations, the boundary line modifications identified herein will meet the respective customers' needs and will eliminate the uneconomic duplication of facilities. The proposed boundary line changes will not cause a decrease in the reliability of electrical service to existing or future customers of either Party.

8. Attached hereto as Exhibit A are an updated Florida Department of Transportation ("FDOT") General Highway map and a complete set of revised SECO and Bushnell Territorial Maps (the changes are shown on PDF pages 7 and 9 of this Exhibit).

9. Upon approval by the Commission, this First Amendment shall be in full force and effect, shall amend the Current Agreement as specified herein, , shall have a duration coterminous with the term of the Current Agreement, and shall remain in effect until and unless either Party provides written notice of termination as provided in the Current Agreement.

IN WITNESS WHEREOF, each Party hereto has executed this First Amendment by their duly authorized representative on the day and year first above written.

[SIGNATURES CONTINUED NEXT PAGE]

SUMTER ELECTRIC COOPERATIVE, INC.

ATTEST:

By James P. Duncan
James P. Duncan, Chief Executive Officer

Joyce Anderson
Secretary

(SEAL)



CITY OF BUSHNELL

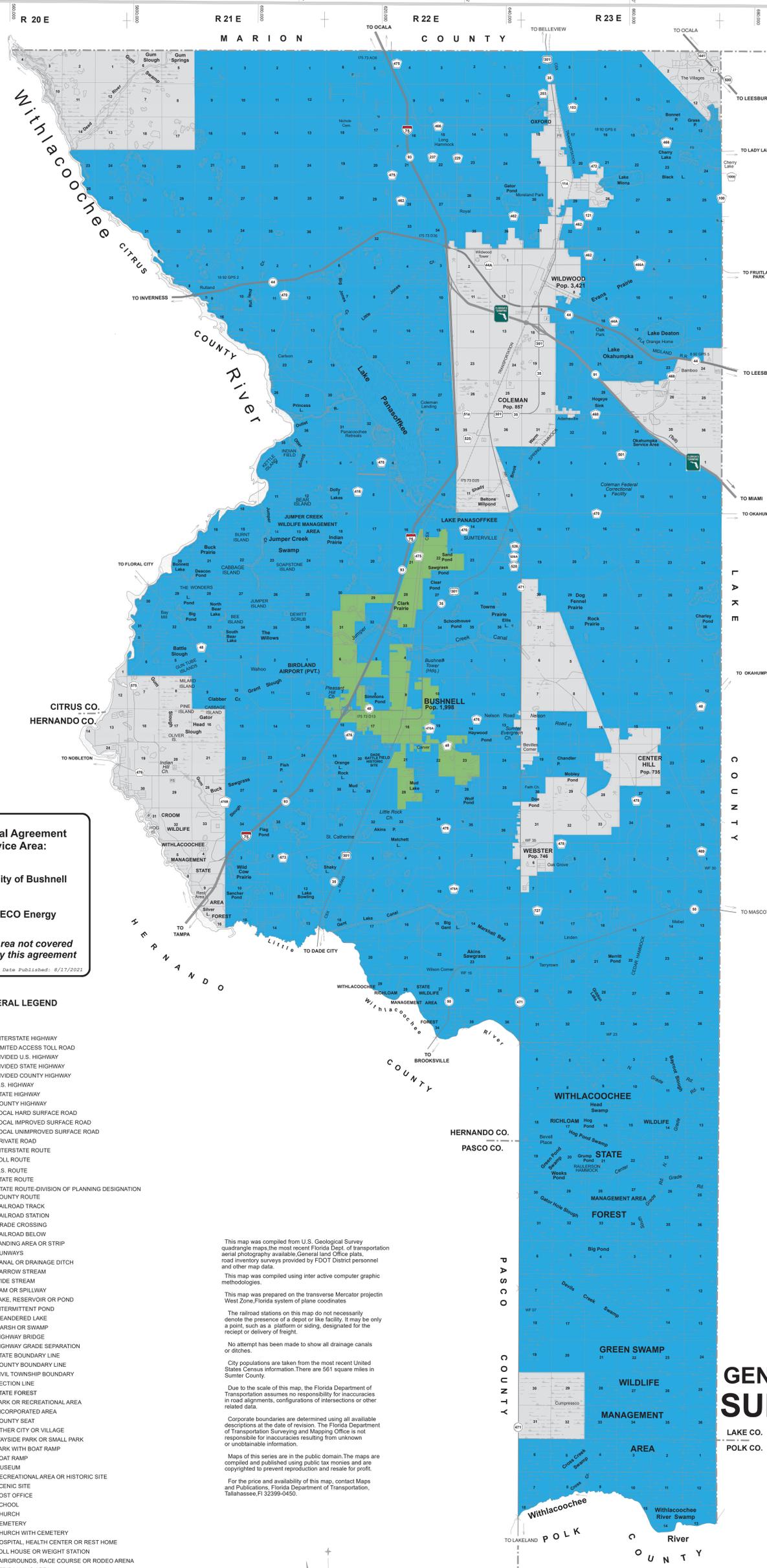
By Bil Spaude
Bil Spaude, Mayor

Christina Dacia
City Clerk

APPROVED AS TO FORM AND LEGALITY:

By Felix M. Adams
Felix M. Adams, Legal Counsel to the
City of Bushnell

By Scott A. Gerken
Scott A. Gerken, Legal Counsel to
Sumter Electric Cooperative, Inc.



Territorial Agreement Service Area:

- City of Bushnell
- SECO Energy
- Area not covered by this agreement

Amendment: 1 | Date Published: 8/17/2023

- GENERAL LEGEND**
- INTERSTATE HIGHWAY
 - LIMITED ACCESS TOLL ROAD
 - DIVIDED U.S. HIGHWAY
 - DIVIDED STATE HIGHWAY
 - DIVIDED COUNTY HIGHWAY
 - U.S. HIGHWAY
 - STATE HIGHWAY
 - COUNTY HIGHWAY
 - LOCAL HARD SURFACE ROAD
 - LOCAL IMPROVED SURFACE ROAD
 - LOCAL UNIMPROVED SURFACE ROAD
 - PRIVATE ROAD
 - INTERSTATE ROUTE
 - TOLL ROUTE
 - U.S. ROUTE
 - STATE ROUTE
 - STATE ROUTE DIVISION OF PLANNING DESIGNATION
 - COUNTY ROUTE
 - RAILROAD TRACK
 - RAILROAD STATION
 - GRADE CROSSING
 - RAILROAD BELOW
 - LANDING AREA OR STRIP
 - RUNWAYS
 - CANAL OR DRAINAGE DITCH
 - NARROW STREAM
 - WIDE STREAM
 - DAM OR SPILLWAY
 - LAKE, RESERVOIR OR POND
 - INTERMITTENT POND
 - MEANDERED LAKE
 - MARSH OR SWAMP
 - HIGHWAY BRIDGE
 - HIGHWAY GRADE SEPARATION
 - STATE BOUNDARY LINE
 - COUNTY BOUNDARY LINE
 - CIVIL TOWNSHIP BOUNDARY
 - SECTION LINE
 - STATE FOREST
 - PARK OR RECREATIONAL AREA
 - INCORPORATED AREA
 - COUNTY SEAT
 - OTHER CITY OR VILLAGE
 - WAYSIDE PARK OR SMALL PARK
 - PARK WITH BOAT RAMP
 - BOAT RAMP
 - MUSEUM
 - RECREATIONAL AREA OR HISTORIC SITE
 - SCENIC SITE
 - POST OFFICE
 - SCHOOL
 - CHURCH
 - CEMETERY
 - CHURCH WITH CEMETERY
 - HOSPITAL, HEALTH CENTER OR REST HOME
 - TOLL HOUSE OR WEIGHT STATION
 - FAIRGROUNDS, RACE COURSE OR RODEO ARENA
 - STRIP MINING AREA
 - MINE OR QUARRY
 - GAME CHECKING STATION
 - FIRE CONTROL HEADQUARTERS
 - LOOKOUT TOWER
 - FIRE STATION
 - CORRECTIONAL INSTITUTION
 - JUNKYARD
 - SOLID WASTE MANAGEMENT FACILITY
 - POWER SUBSTATION
 - COMMUNICATIONS FACILITY
 - LOCKED GATE OR FENCE
 - TRIANGULATION STATION
 - LOCATION OF SYMBOL

This map was compiled from U.S. Geological Survey quadrangle maps, the most recent Florida Dept. of Transportation aerial photography available, General Land Office plans, road inventory surveys provided by FDOT District personnel and other map data.

This map was compiled using inter active computer graphic methodologies.

This map was prepared on the transverse Mercator projection West Zone Florida system of plane coordinates.

The railroad stations on this map do not necessarily denote the presence of a depot or like facility. It may be only a point, such as a platform or siding, designated for the receipt or delivery of freight.

No attempt has been made to show all drainage canals or ditches.

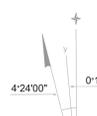
City populations are taken from the most recent United States Census information. There are 561 square miles in Sumter County.

Due to the scale of this map, the Florida Department of Transportation assumes no responsibility for inaccuracies in road alignments, configurations of intersections or other related data.

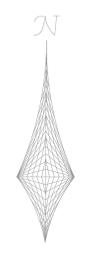
Corporate boundaries are determined using all available descriptions at the date of revision. The Florida Department of Transportation Surveying and Mapping Office is not responsible for inaccuracies resulting from unknown or unobtainable information.

Maps of this series are in the public domain. The maps are compiled and published using public tax monies and are copyrighted to prevent reproduction and resale for profit.

For the price and availability of this map, contact Maps and Publications, Florida Department of Transportation, Tallahassee, FL 32399-0450.

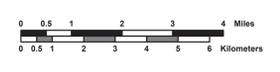


GRID NORTH AT WEBSTER IS 0°12'41\"/>



GENERAL HIGHWAY MAP SUMTER COUNTY FLORIDA

PREPARED BY THE
SURVEYING AND MAPPING OFFICE
FOR THE
DIVISION OF TRANSPORTATION PLANNING
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
IN COOPERATION WITH THE
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION



APRIL 2001

COPYRIGHT STATE OF FLORIDA 1987

REVISIONS	
FEATURES	DATE
State Maintained Roads	April 2001
SR 44	March 2009

Data Source: es-sumter.dgn
Download Date: 08/26/2019
Download Link: https://www.fdot.gov/geospatial/citymap.asp

Location Map:

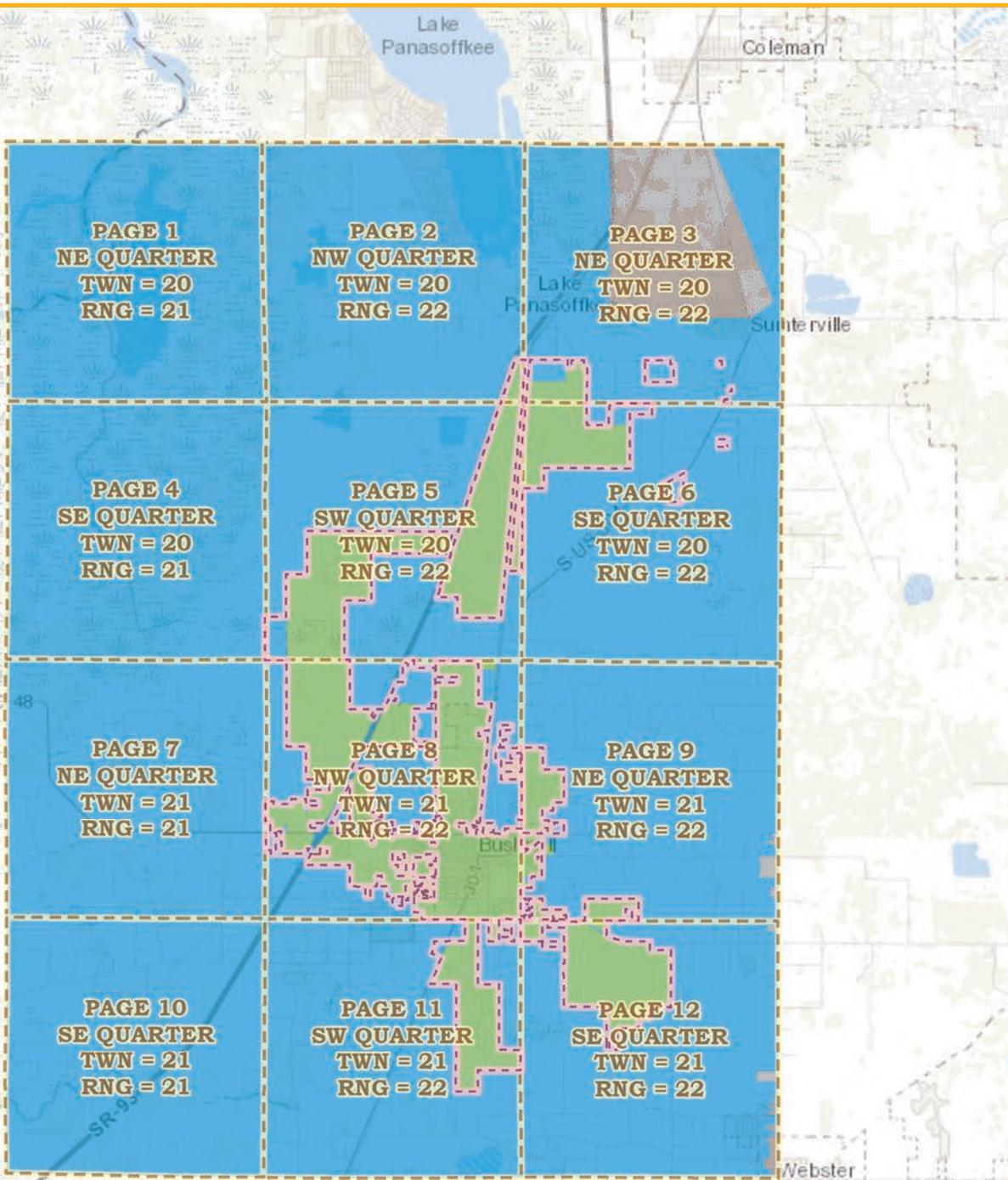


EXHIBIT "A": SECO ENERGY & CITY OF BUSHNELL TERRITORIAL BOUNDARY MAPS

Map Legend:

**Territorial Agreement
Service Area:**

- City of Bushnell
- SECO Energy
- Area not covered by this agreement

- Map Book Page Quarter Grid Boundary
- City of Bushnell Limits (November 2020)



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Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

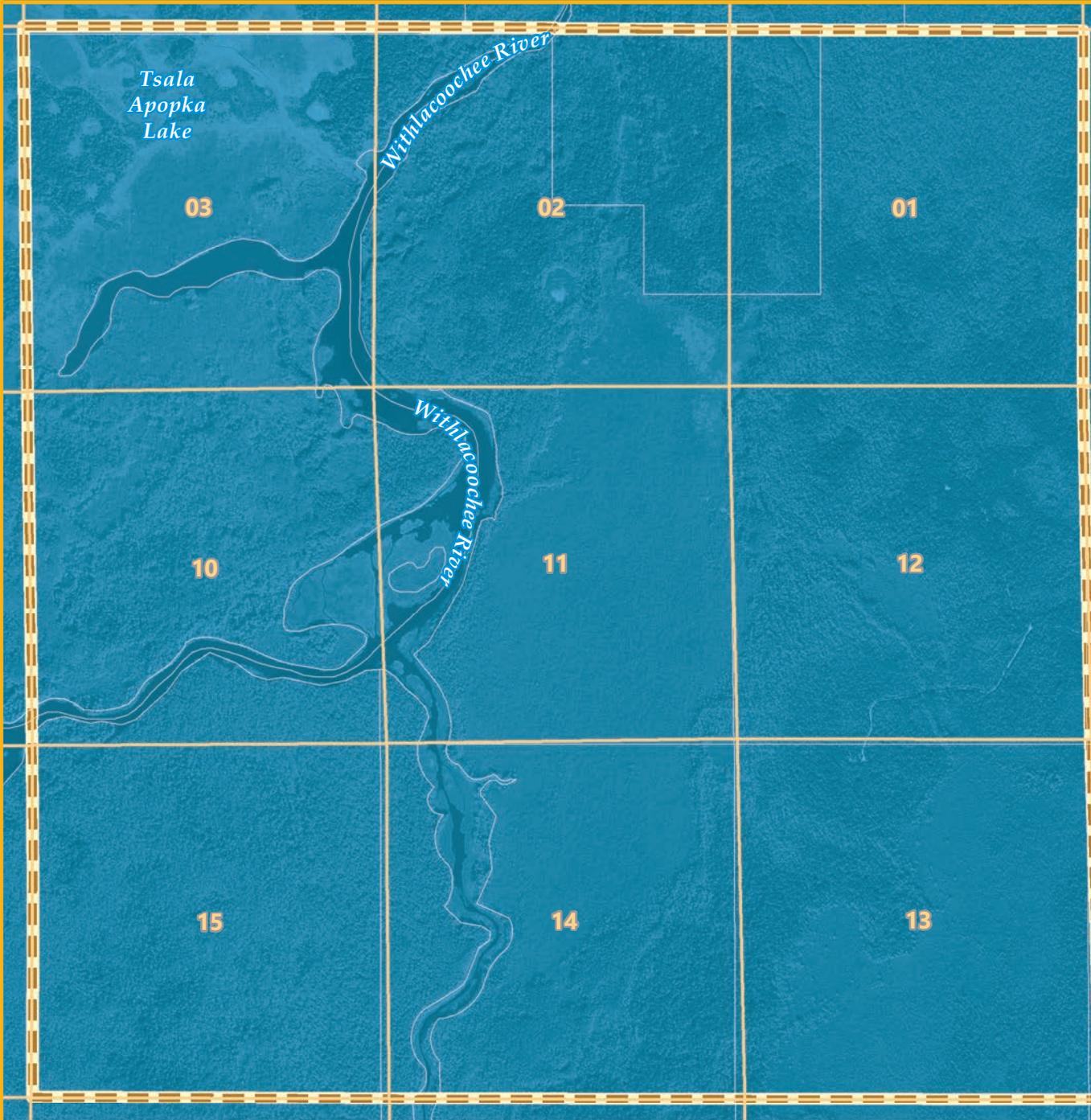
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Amendment: 1 | Date Published: 8/17/2021

Not part of the map book

Not part of the map book



PAGE 2 : NW QUARTER, TWN = 20, RNG = 22

PAGE 4 : SE QUARTER, TWN = 20, RNG = 21

EXHIBIT "A"

PAGE 1:

SUMTER COUNTY, FL
NE QUARTER
TOWNSHIP = 20
RANGE = 21

Map Legend:

Territorial Agreement
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-  City of Bushnell
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-  Area not covered by this agreement

 City of Bushnell Limits
(November 2020)

 Quarter Grid Boundary

 Section Boundary

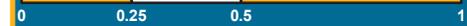
 Parcel

 Railway

 Road



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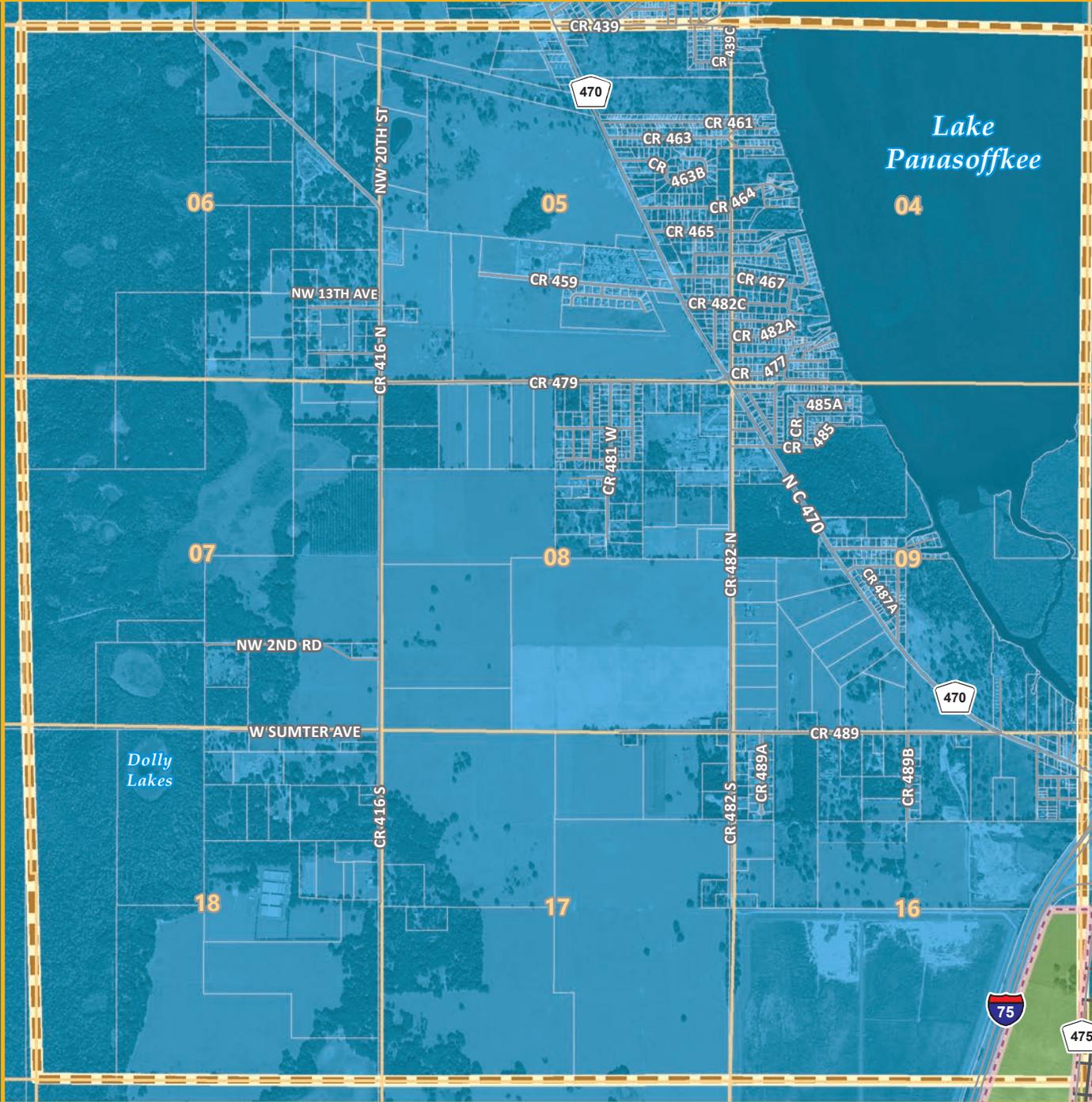


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PAGE 2:

SUMTER COUNTY, FL
NW QUARTER
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PAGE 3: NE QUARTER, TWN = 20, RNG = 22

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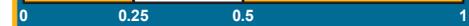
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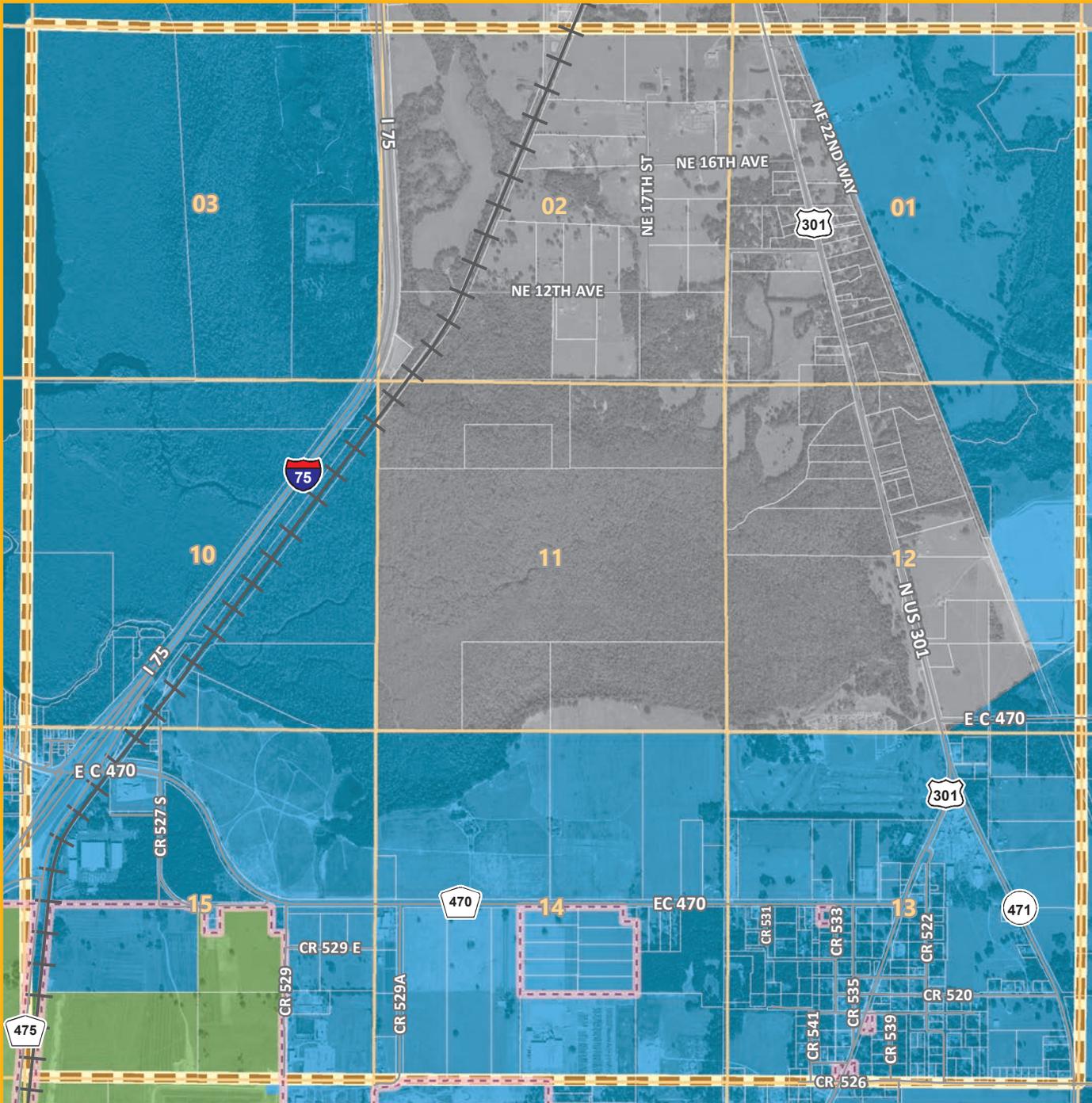


Amendment: 1 | Date Published: 8/17/2021

PAGE 5: SW QUARTER, TWN = 20, RNG = 22

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EXHIBIT "A"

PAGE 3:

SUMTER COUNTY, FL

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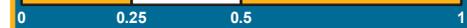
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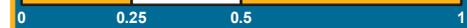
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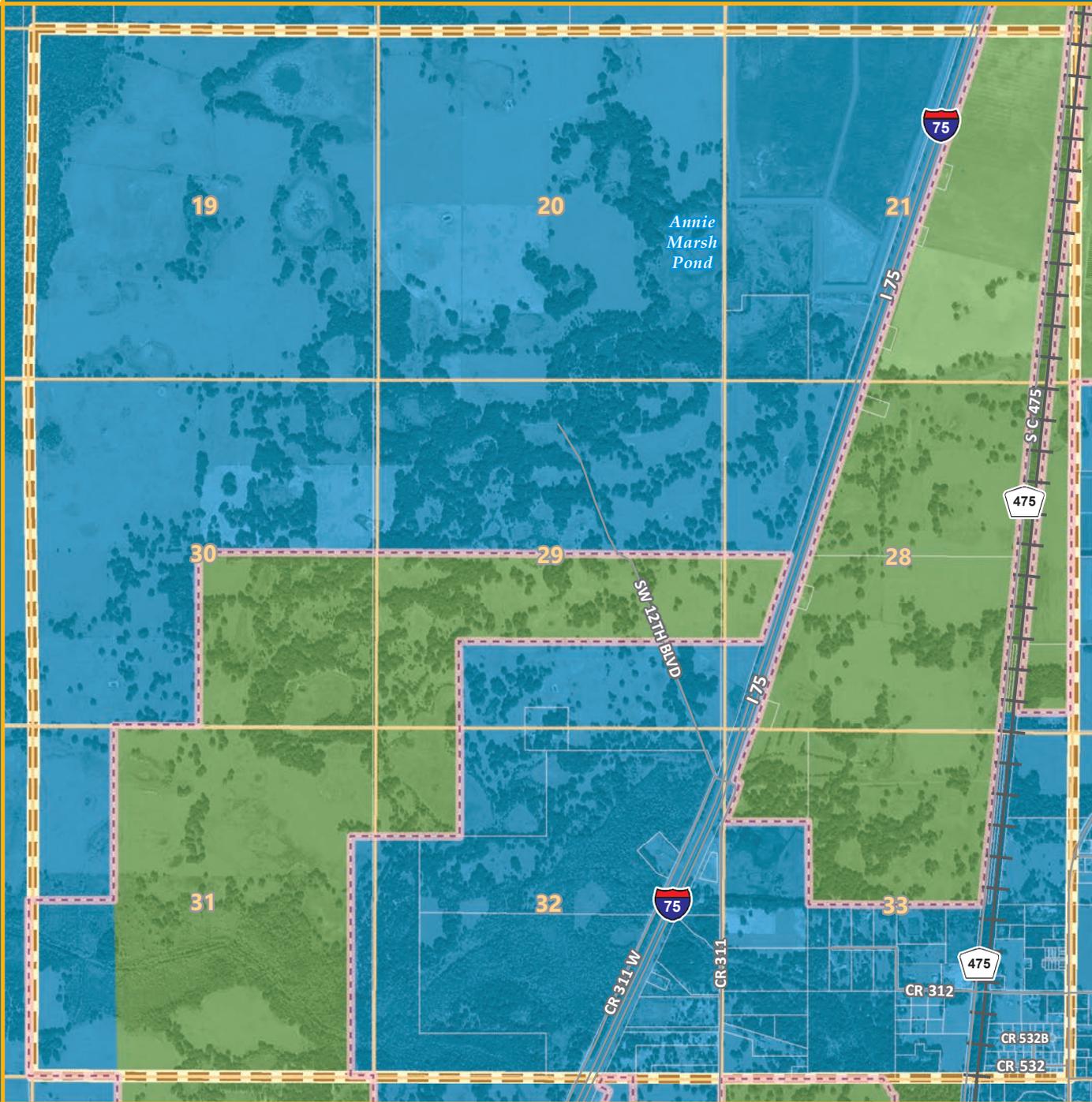


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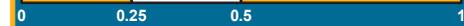
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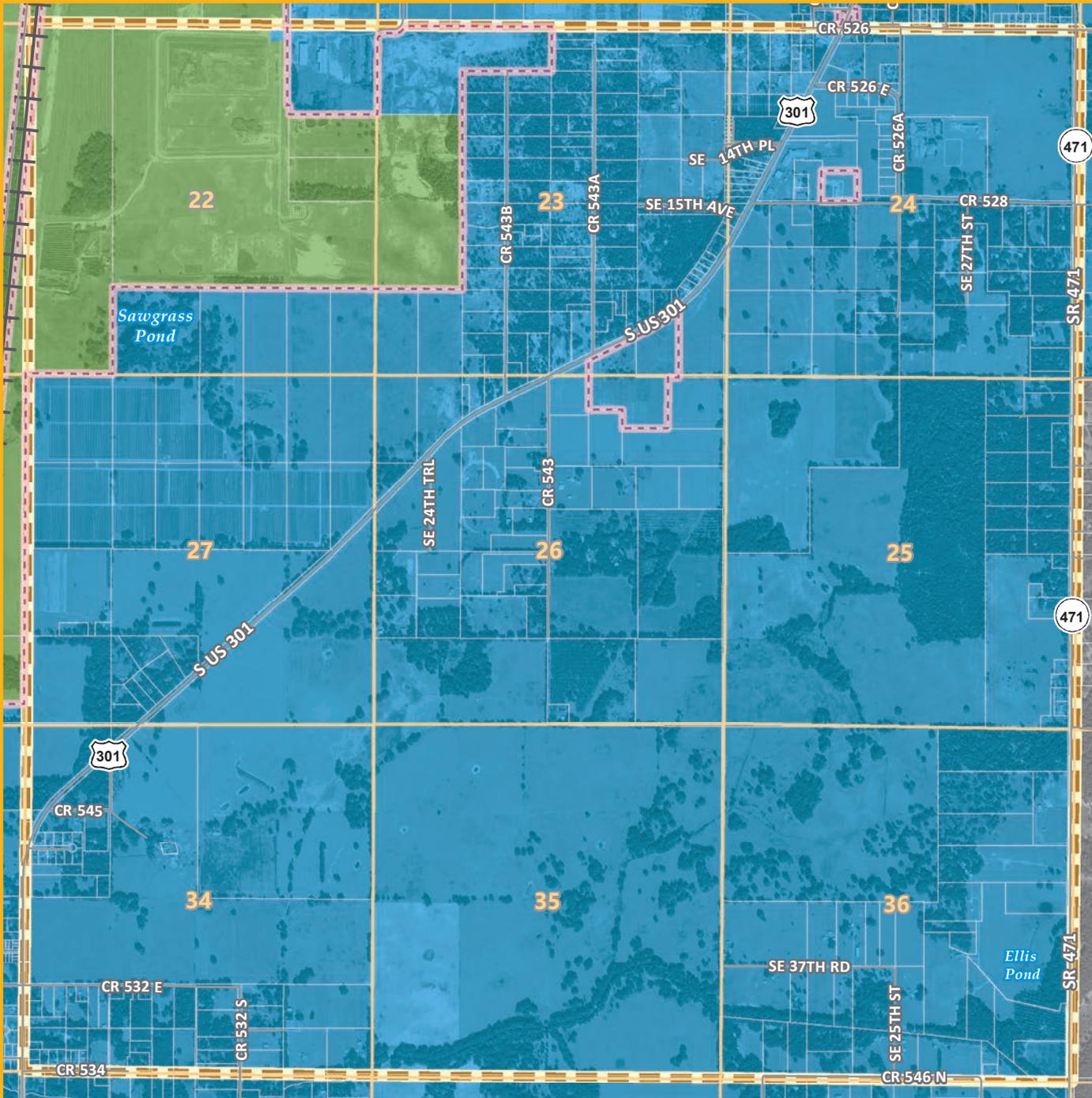


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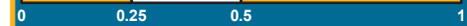
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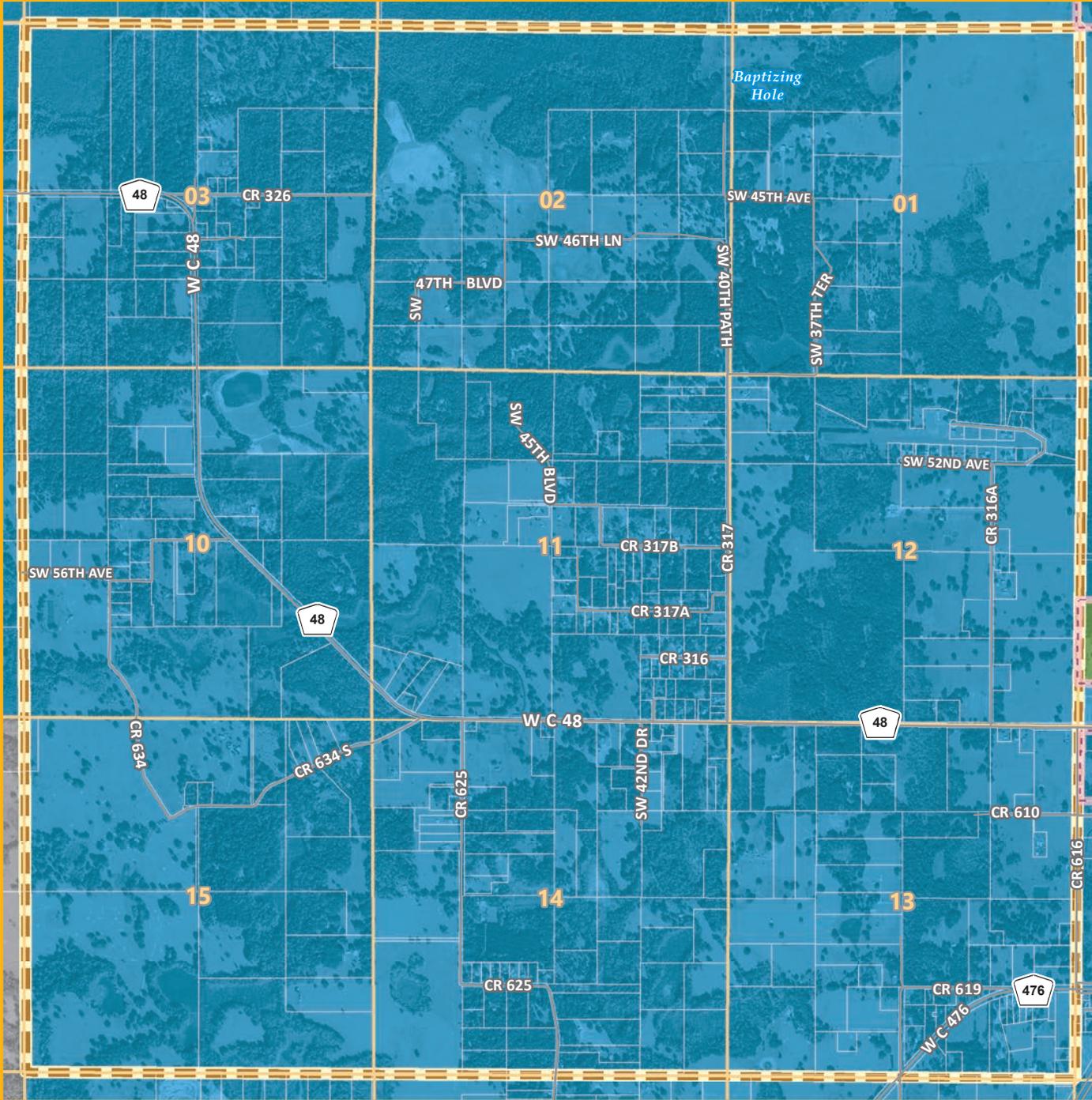


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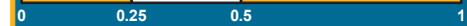
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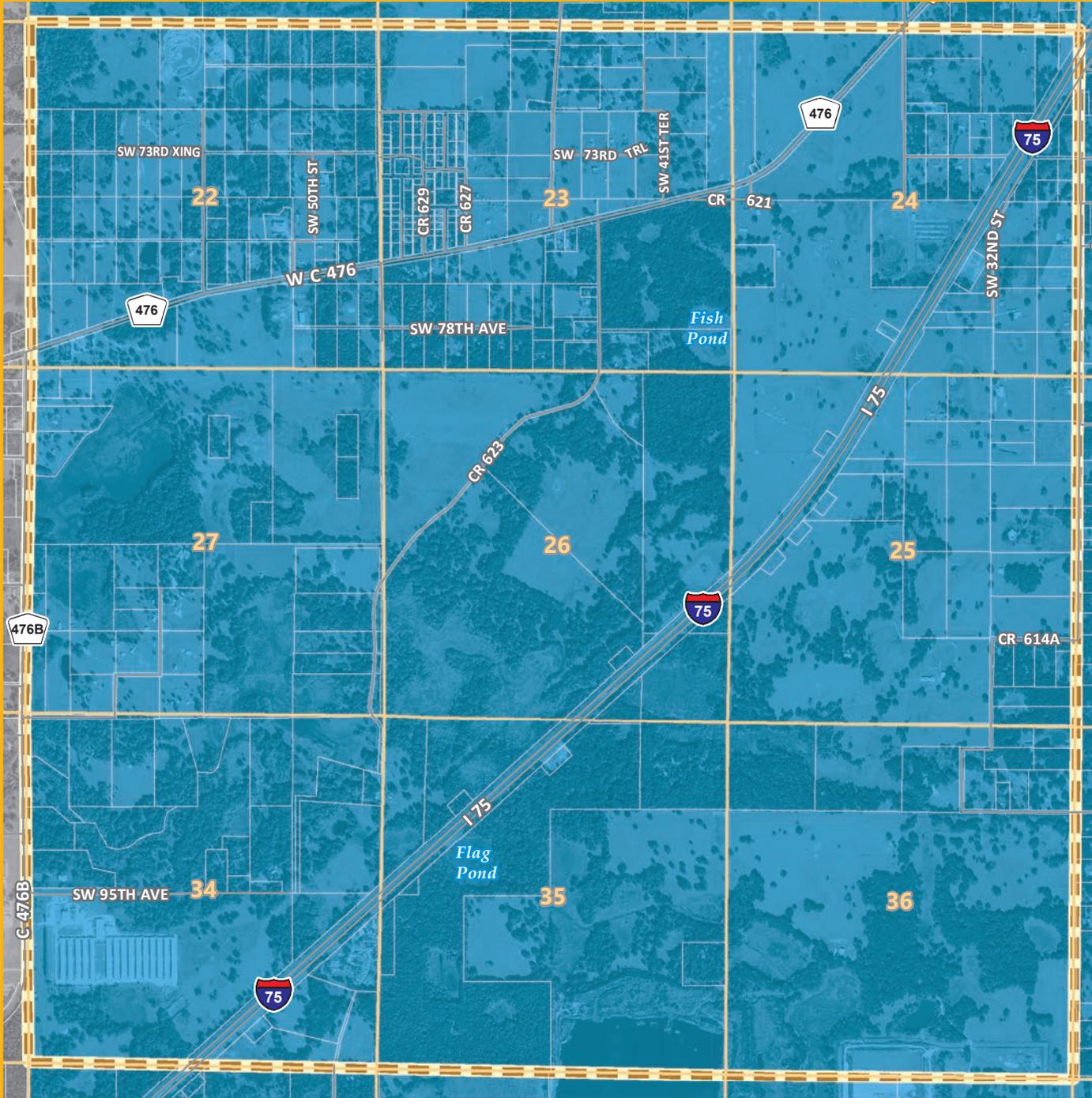
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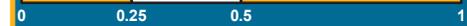
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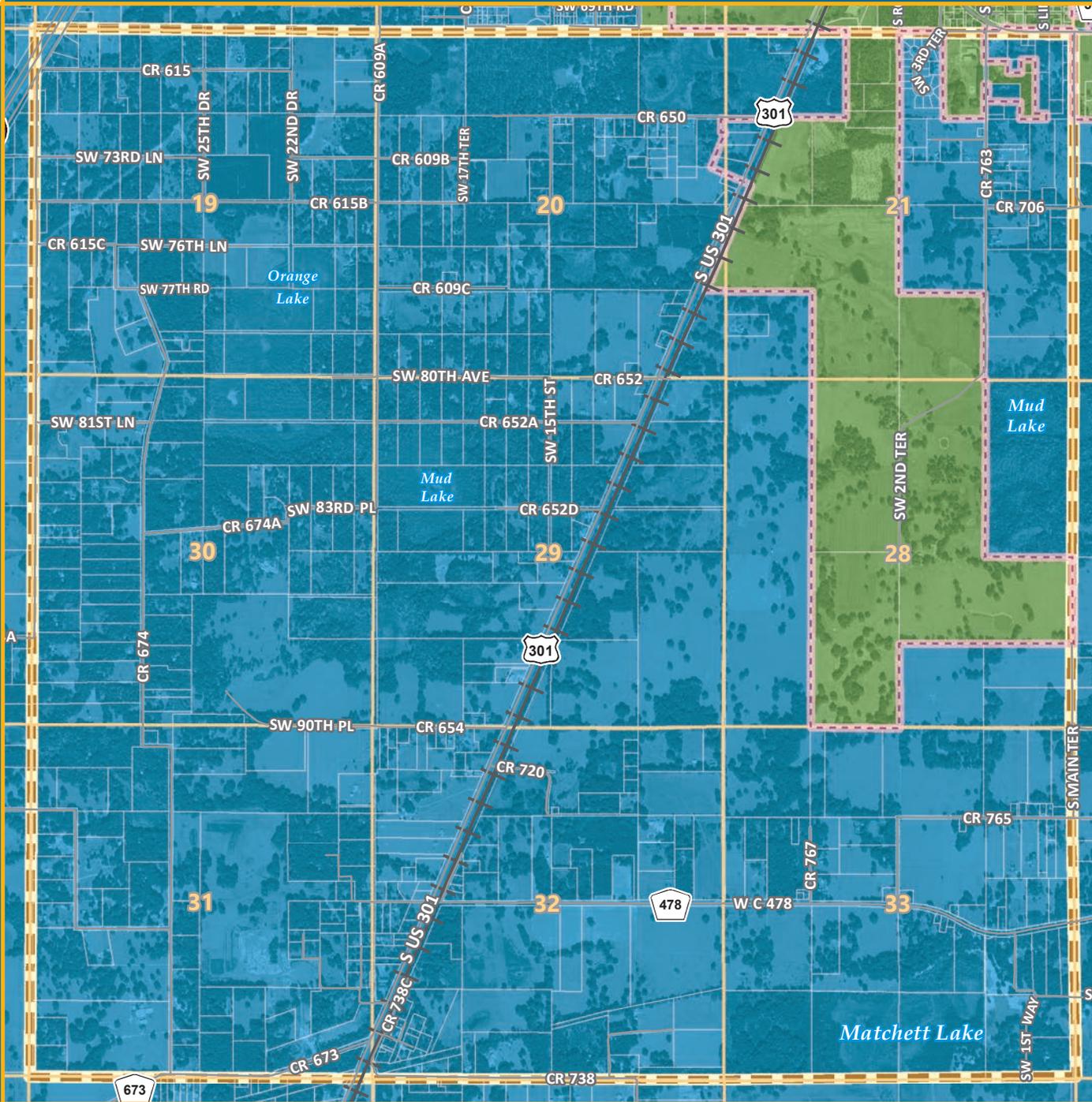


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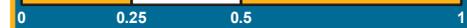
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 Railway

 Road

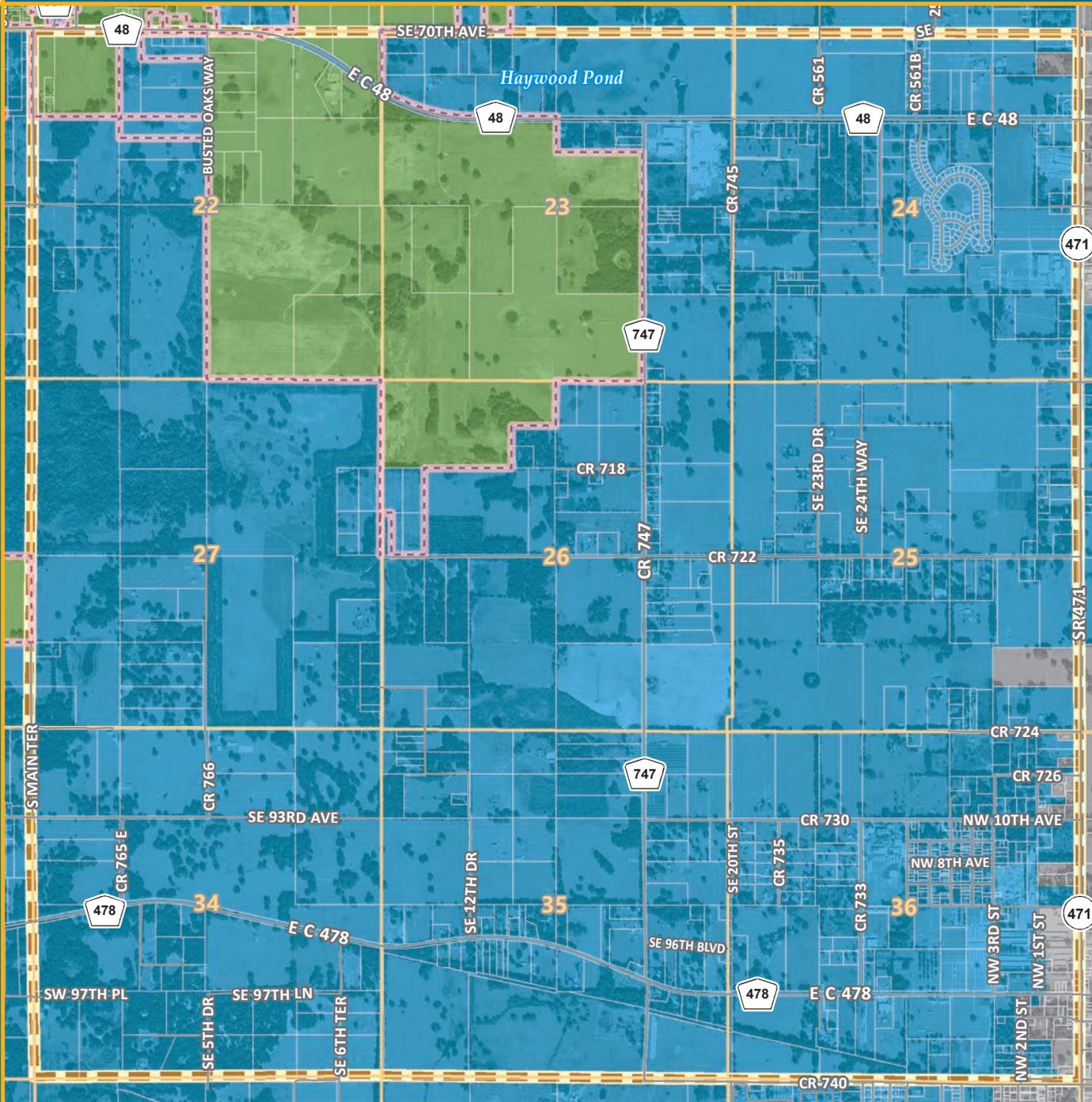


Miles



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Not part of the map book

Not part of the map book

EXHIBIT "A"

PAGE 12:

SUMTER COUNTY, FL
SE QUARTER
TOWNSHIP = 21
RANGE = 22

Map Legend:

Territorial Agreement
Service Area:

-  City of Bushnell
-  SECO Energy
-  Area not covered by this agreement

 City of Bushnell Limits (November 2020)

 Quarter Grid Boundary

 Section Boundary

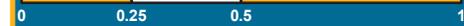
 Parcel

 Road

 Railway



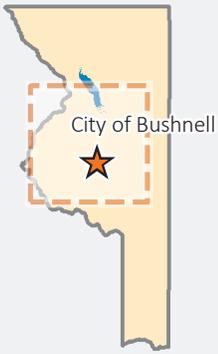
Miles



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Location Map:

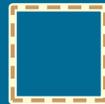


**EXHIBIT "B":
SECO ENERGY &
CITY OF BUSHNELL
TERRITORIAL
AGREEMENT CHANGES**

Map Legend:

**Territorial Agreement
Service Area:**

-  City of Bushnell (COB)
-  SECO Energy (SECO)
-  Area not covered by this agreement

 Map Book Page
Quarter Grid Boundary

 Page with Redraws

 City of Bushnell Limits
(November 2020)



Miles

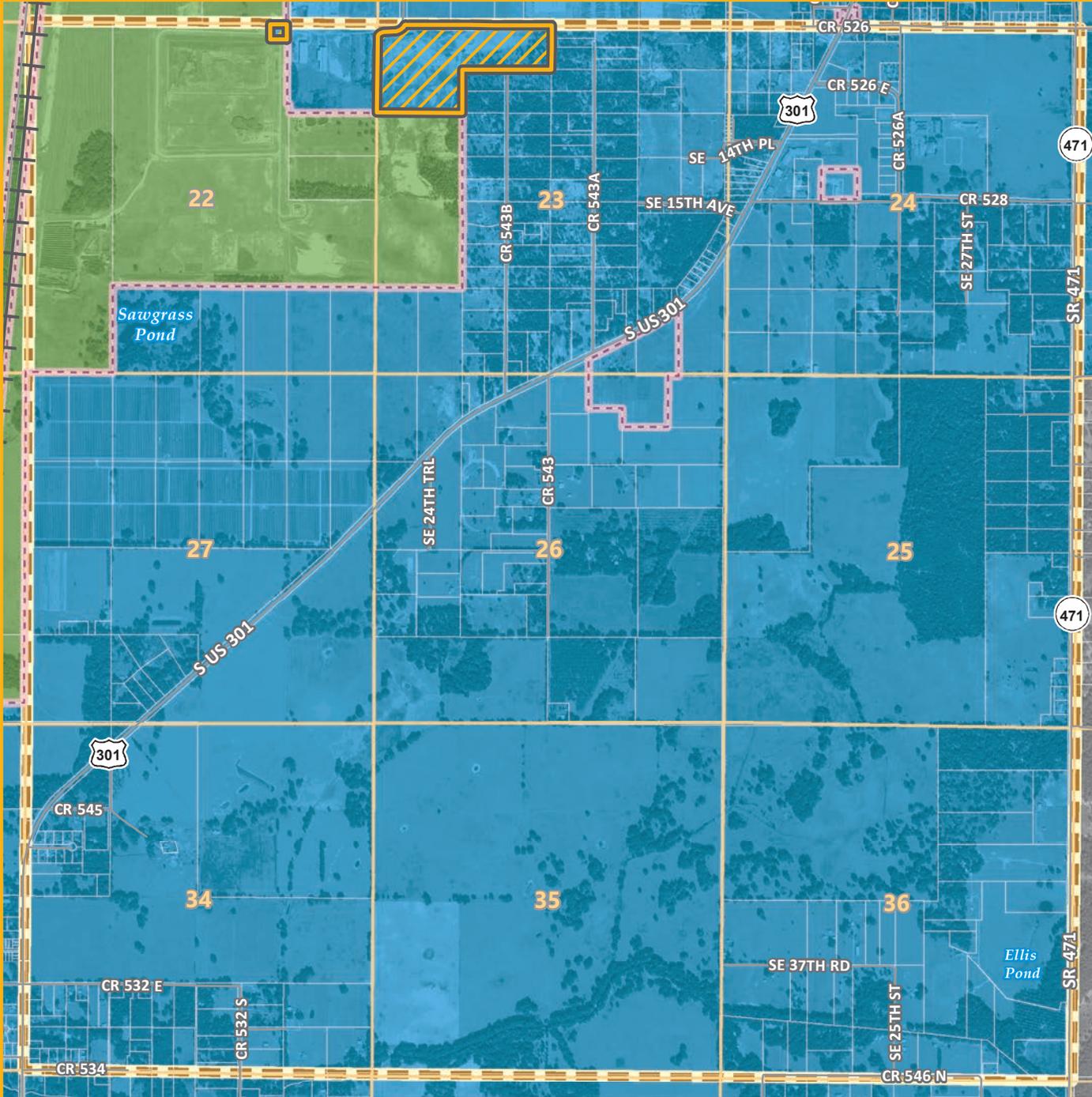


Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

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Amendment: 1 | Date Published: 8/17/2021



Not part of the map book

REDRAWS

PAGE 6:

SUMTER COUNTY, FL
SE QUARTER
TOWNSHIP = 20
RANGE = 22

Map Legend:

Agreed Redraws

-  COB to SECO
-  SECO to COB

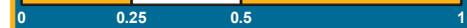
Territorial Agreement Service Area:

-  City of Bushnell
-  SECO Energy
-  Area not covered by this agreement

-  COB Limits (Nov 2020)
-  Parcel
-  Quarter Grid Boundary
-  Road
-  Section Boundary
-  Railway

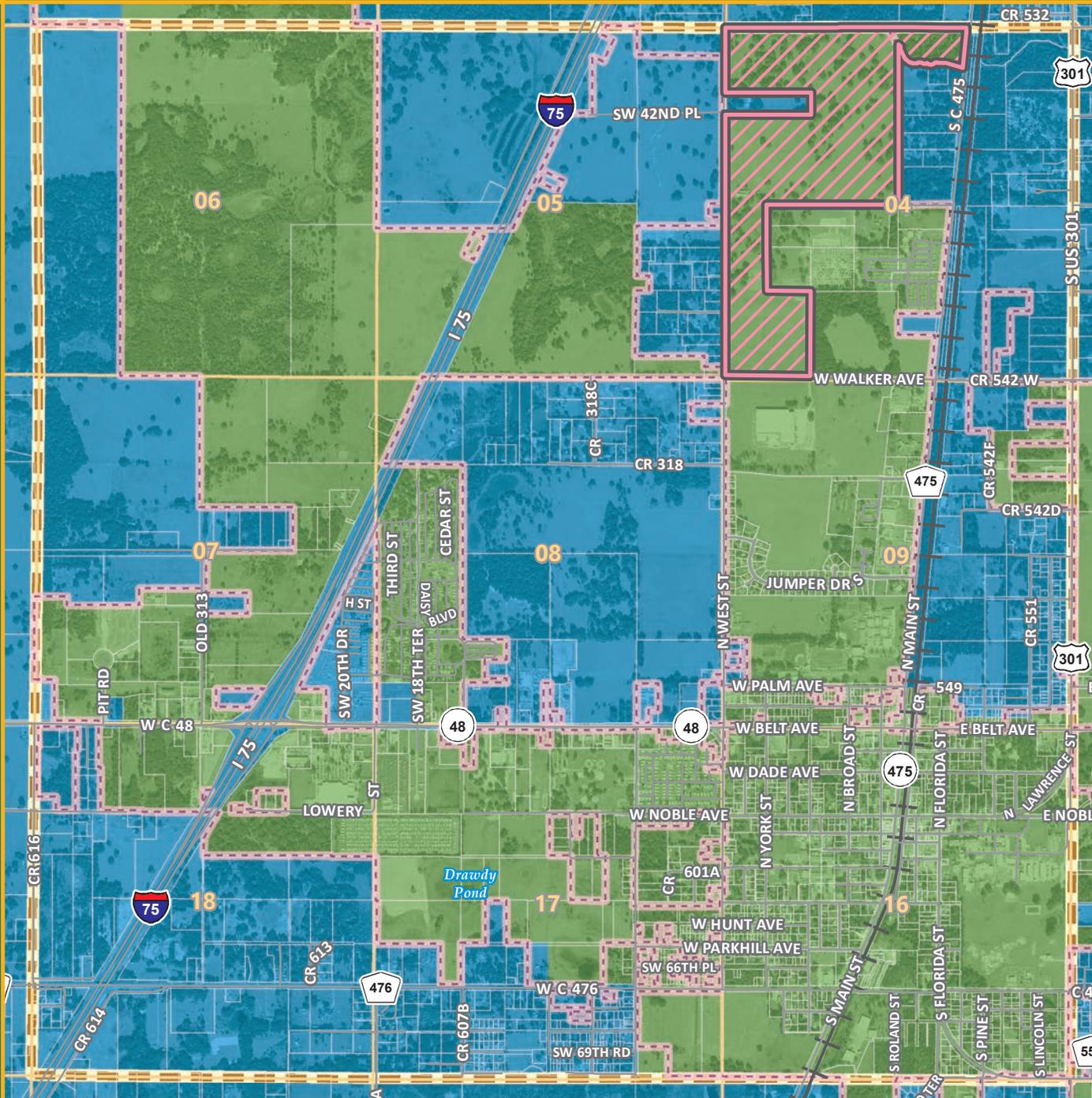


Miles



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REDRAWS

PAGE 8:

SUMTER COUNTY, FL
NW QUARTER
TOWNSHIP = 21
RANGE = 22

Map Legend:

Agreed Redraws



COB to SECO



SECO to COB

Territorial Agreement
Service Area:



City of Bushnell



SECO Energy



Area not covered
by this agreement



COB Limits
(Nov 2020)



Parcel



Quarter Grid
Boundary



Road



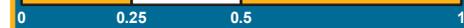
Section
Boundary



Railway



Miles



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