

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint Petition of Central Florida
Electric Cooperative and City of
Newberry for approval of an
Territorial agreement in
Alachua County.

Docket No. 120237-ED

Submitted for filing:

RECEIVED-EPSC

12 SEP 21 AM 8:53

COMMISSION
CLERK

JOINT PETITION

Joint Petitioners, Central Florida Electric Cooperative, Inc., ("Central Florida") and City of Newberry pursuant to Section 366.04(2)(d), Florida Statutes, and Rule 25-6.0440, Florida Administrative Code, hereby jointly petition the Florida Public Service Commission (the "Commission") for approval of a territorial agreement between the Parties in Alachua County, Florida. In support hereof, Joint Petitioners state as follows:

1. All notices and pleadings in this matter should be served on the following:

For Central Florida:

For City of Newberry:

Gregory V. Beauchamp, Esq.
General Counsel,
Central Florida Electric Cooperative, Inc.
P O Box 9
Chiefland, Florida 32644
Facsimile 352-493-4499

S. Scott Walker, Esq.
City Attorney,
City of Newberry
527 East University Ave.
Gainesville, FL 32601
Facsimile 352-375-9960

2. Joint Petitioners are electric utilities as defined in Section 366.02(2), Florida Statutes, and are subject to jurisdiction of the Commission with respect to territorial agreements and territorial disputes pursuant to Section 366.04(2)(d) and (e), Florida Statutes. Central Florida's principal offices are located at 1124 N. Young Boulevard, Chiefland, Florida 32644.

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DOCUMENT NUMBER-DATE

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City of Newberry's principal offices are located at 25439 W Newberry Rd, Newberry, Florida 32669.

3. This Territorial Agreement ("Agreement") will remain for fifteen (15) years from the date of approval by the Commission and is appended hereto as Attachment 1. The respective service territories of the Parties are largely the same, with the exception of several modifications to the territorial boundary line intended to provide the Parties further operational efficiencies and customer service improvements in their respective service territories. The detailed map included as Exhibit "A" to the Agreement, depict the Territorial Boundary Line .

4. The Agreement provides for the transfer of all Extra-Territorial Customers to the Party in whose service territory such customers are located. The Parties expect that all such transfers and related service facilities will be completed within 12 months of the Commission's order approving the Agreement. The Parties are agreeable to submitting annual reports on the status of these customer and related facilities transfers if that is the Commission's desire, and will provide the Commission advance notification if extenuating circumstances require additional time to complete the transfers. The names and service addresses of the Extra-Territorial Customers subject to transfer are listed in Exhibit "B" to the Agreement, which includes eighteen (18) customers to be transferred from Central Florida to City of Newberry and 0 customers to be transferred from City of Newberry to Central Florida.


5. Prior to the filing of this Joint Petition, all Extra-Territorial Customers subject to transfer have been sent written notification of the Agreement between Central Florida and City of Newberry, the transfer provisions described above, the necessity of Commission approval, and their opportunity to be heard in this regard. A sample copy of the letter providing such notification to the affected Extra-Territorial Customers is appended hereto as Attachment 2. As


of the time of filing, no responses to the notification letter have been received. A summary of the responses ultimately received, if any, will be provided by supplemental filing.

6. The Parties represent that approval of the Agreement will not cause a decrease in the reliability of electrical service to the existing or future customers of either utility. To the contrary, the Parties believe that approval of the Agreement and the transfer of Extra-Territorial Customers to the utility in whose service area they are located, thereby enabling the utilities to plan and operate their systems more efficiently, will serve to improve reliability, further the objective of eliminating unnecessary duplication of facilities, and promote the Commission's long-standing policy of encouraging territorial agreements between and among Florida's electric utilities.

WHEREFORE, Central Florida and City of Newberry jointly request that the Commission grant the Joint Petition and approve the Territorial Agreement between the Parties, as set forth in Attachment 1 hereto.

Respectfully submitted,


GREGORY V. BEAUCHAMP, ESQ.
General Counsel,
Central Florida Electric Cooperative, Inc.
P. O. Box 9
Chiefland, FL 32644
Telephone: 352-493-2511
Facsimile: 352-493-4499


S. SCOTT WALKER, ESQ.
City Attorney,
City of Newberry
527 East University Ave.
Gainesville, Florida 32601
Telephone: 352-372-1282
Facsimile: 352-375-9960

ATTACHMENT 1

TERRITORIAL AGREEMENT

between

**Central Florida Electric Cooperative
And City of Newberry**

AMENDED TERRITORIAL AGREEMENT

THIS TERRITORIAL AGREEMENT ("Agreement"), made and entered into as of this ____ day of _____, 2012, by and between the **CITY OF NEWBERRY, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter called "CITY") and **CENTRAL FLORIDA ELECTRIC COOPERATIVE**, an electric cooperative existing under the laws of the State of Florida (hereinafter called "COOPERATIVE"), collectively called the "Parties," amending the previous Territorial Agreement executed on or about March 26, 2012;

WITNESSETH

WHEREAS, the CITY and COOPERATIVE are each authorized and empowered to provide retail electric service to persons, firms and corporations, public and private, within the State of Florida, and pursuant to such authority presently furnish electricity and power to Customers both inside and outside of the corporate limits of the City, in Alachua County, Florida; and obligated by their corporate charter and laws of the State of Florida to furnish retail electric service to persons upon request within their respective service areas;

WHEREAS, the Commission has previously recognized that duplication of electric facilities results in needless and wasteful expenditures, may create hazardous situations, and fails to provide the most economical and cost-effective service to the utility customer and therefore detrimental to the public interest; and

WHEREAS, the Commission is empowered by Section 366.04, *Florida Statutes*, to approve territorial agreements between and among municipal electric utilities and electric cooperatives; and

WHEREAS, the respective areas of service of the Parties hereto are contiguous in many places within Alachua County and the CITY which may result in future duplication of service facilities unless such duplication is precluded by the Territorial Agreement; and

WHEREAS, the Parties desire to establish an Agreement in its entirety through this Agreement in order to gain further operational efficiencies and customer service improvements in their respective retail service territories in Alachua County, while continuing to eliminate the circumstances giving rise to the uneconomic duplication of service facilities and hazardous situations.

WHEREAS, in order to delineate said retail service areas, the Parties have agreed upon a territorial boundary line in portions of the CITY, to define and delineate the retail service areas between the Parties within Alachua County and the CITY as further described herein; and

WHEREAS, the Parties agree that the terms and conditions as set forth in this Agreement are in the interest of both Parties and in the public interest by avoiding the unnecessary and uneconomic duplication of electric facilities; and

WHEREAS, the Parties acknowledge that this Agreement shall have no force and effect unless approved by the Commission;

NOW, THEREFORE, in fulfillment of the purposes and desires aforesaid, and to serve the public interest, and in consideration of the mutual covenants and agreements herein contained, which shall be construed as being interdependent, the Parties do hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Territorial Boundary Lines: As used herein, the term "Territorial Boundary Lines" shall mean boundary lines which delineate the areas on the map attached hereto

as Exhibit "A" and which differentiate and divide the Cooperative Territorial Area from the City Territorial Area.

Section 1.2 Cooperative Territorial Area: As used herein, the term "Cooperative Territorial Area" shall mean the geographic areas shown on Exhibit "A" allocated to the COOPERATIVE as its retail service territory and labeled as "CFEC" on the maps contained in Exhibit "A".

Section 1.3 City Territorial Area: As used herein, the term "City Territorial Area" shall mean the geographic areas shown on Exhibit "A" allocated to the CITY as its retail service territory and labeled as "City of Newberry" on the maps contained in Exhibit "A".

Section 1.4 Distribution Lines: As used herein, the term "Distribution Lines" shall mean all lines for the flow of electric energy of either Party having a rating up to but not including 69 kV.

Section 1.5 Express Distribution Feeders: As used herein, the term "Express Distribution Feeder" shall mean a three-phase line, at distribution voltage, that transports power through the other Party's territory but serves no load within such territory.

Section 1.6 Transmission Lines: As used herein, the term "Transmission Lines" shall mean all lines for the flow of electric energy of either Party having a rating of 69 kV or over.

Section 1.7 New Customers: As used herein, the term "New Customers" shall mean all retail electric customers applying for service, whether or not at a new or existing location, to either CITY or COOPERATIVE after the effective date of this Agreement, and located within the territorial area of either Party at the time such application is made.

Section 1.8 Existing Customers: As used herein, the term “Existing Customers” shall mean all retail electric customers receiving service on or before the effective date of this Agreement from either Party.

Section 1.9 Extra-Territorial Customers: As used herein, the term “Extra-Territorial Customers” shall mean all retail electric customers with a Point of Use located in the territorial area of one Party but who are receiving service from the other Party on the Effective Date of this Agreement.

Section 1.10 Point of Use: As used herein, the term “Point of Use” shall mean the location within the territorial area of a Party where a customer’s end-use facilities consume electricity, which such Party shall be entitled to provide under this Agreement, irrespective of where the customer’s point of connection or metering is located.

Section 1.11 Service Facilities: As used herein, the term “Service Facilities” shall mean all substations, poles, wires, cables, lighting, equipment, meters, transformers, capacitors, switchgear, monitoring and control devices, together with related equipment, facilities and property rights, used solely or useful solely in furnishing electricity to customers.

Section 1.12 Commission: As used herein, the term “Commission” shall mean the Florida Public Service Commission.

Section 1.13 Effective Date: As used herein, the term “Effective Date” shall mean the date of the Commission’s final order granting approval of this Agreement in its entirety.

ARTICLE II
AREA DESIGNATIONS AND NEW CUSTOMERS

Section 2.1 Service Areas: The Cooperative Territorial Area, as shown on the geographic area shown on Exhibit “A”, is hereby set aside to COOPERATIVE as its retail

service area for the term hereof; and the City Territorial Area, as shown on the geographic area shown on Exhibit "A", is hereby set aside to the CITY as its retail service area for such period, and, except as otherwise specifically provided herein, neither Party shall deliver any electric energy across any Territorial Boundary Line for use at retail in the territorial area of the other.

Section 2.2 New Customers: The Parties shall each have the right to provide retail electric service to all New Customers within their respective territorial areas. Neither Party shall hereafter serve or offer to serve a New Customer located in the territorial area of the other Party except on an interim basis as provided in Section 2.3 below.

Section 2.3 Interim Service: The Parties recognize that in exceptional circumstances, economic constraints or good engineering practices may dictate that a New Customer's Point of Use either cannot or should not be immediately served by the Party in whose Territorial Area such Point of Use is located. In such instances, upon written request by the Party in whose Territorial Area the New Customer's Point of Use is located, the other Party may, in its sole discretion, agree in writing to temporarily provide service to such Point of Use until such time as the requesting Party provides written notice of its intent to serve the Point of Use. The other Party shall inform the customer of the temporary nature of such service. Any such agreement for temporary service which lasts, or is anticipated to last, for more than one year shall be submitted to the Commission for approval in accordance with Section 6.1 hereof. The Party providing temporary service hereunder shall not be required to pay the other Party for any loss of revenue associated with the provision of such temporary service.

Section 2.4: Correction of Inadvertent Service Errors. If any situation is discovered during the term of this Agreement in which either Party is inadvertently providing retail electric service to a Point of Use located within the service area of the other Party, service to such Point

of Use will be transferred to the other Party. Until such transfer can be completed, the service provided by the Party inadvertently serving the Point of Use will be deemed temporary in accordance with the provisions of Section 2.3 above, which the serving Party shall accept. The electric facilities of the transferring Party used solely to provide electric service to the Point of Use subject to such transfer may also be transferred, at the option of the receiving Party, in return for compensation determined in accordance with Section 3.3 below. Any such transfer shall be completed within 12 months of the discovery of the inadvertent error.

Section 2.5: Referral of Service Request. In the event that a prospective New Customer requests or applies for service from either Party to be provided to a Point of use located in the Territorial Area of the other Party, the Party receiving the request or application shall advise the prospective New Customer that such service is not permitted under this Agreement as approved by the Commission, and shall refer the prospective New Customer to the other Party.

ARTICLE III **TRANSFER OF CUSTOMERS**

Section 3.1 In General: In order to achieve the operational efficiencies and other benefits contemplated by the Proposed Agreement in a timely manner, all Extra-Territorial Customers shall be transferred to the Party in whose Territorial Area such customers are located at the earliest practical time, consistent with sound utility practices and reasonable customer notice. The Parties expect the transfer of Extra-Territorial Customers to be completed within twelve months from the Effective Date and will notify the Commission if circumstances require additional time to complete the transfer. The Extra-Territorial Customers subject to transfer hereunder are listed by name and service address on Exhibit "B" hereto.

Section 3.2 Transfer of Facilities: If Service Facilities are transferred pursuant to Sections 2.4 or 3.1 above, the receiving Party may elect to purchase the Service Facilities of the transferring Party related exclusively to serving the Extra-Territorial Customers for an amount determined in accordance with Section 3.3(a) below.

Section 3.3 Compensation for Transferred Customers and Facilities: All services subject to transfer, together with the service facilities related thereto shall be transferred in the following manner and for the following considerations:

- a) Compensation for Service Facilities. The CITY shall pay the COOPERATIVE in cash, the amount established in this section. If Service Facilities are transferred pursuant to Sections 2.4 or 3.1 above, the CITY shall compensate the COOPERATIVE in an amount based upon the replacement cost (new), less depreciation calculated on a straight line basis over the life of the asset (service facility) as determined from the COOPERATIVE's books and records, and the cost to the COOPERATIVE for reintegration of its remaining system to the extent such reintegration costs are reasonably required by sound utility practices, but in no event shall the fair market value be less than twenty (20) percent of replacement cost. The replacement cost shall be determined by COOPERATIVE's replacement cost and then depreciated as shown on Exhibit "C".
- b) Compensation for Transferred Customers. In addition to any compensation due in Section (a), the CITY will pay the at the time of the transfer of each service transferred an amount equal to the product of COOPERATIVE's gross charge per kilowatt hour (which amount includes the customer charge) for service to such location at the time of transfer multiplied by the total kilowatt hours used for electric

service at such location for either the immediately preceding twenty-four (24) month period in which the account was served at the service location, or a twenty-four (24) month period annualized in the event less the twenty-four (24) months are billed during the preceding year as shown on Exhibit "D".

- c) Compensation for Street and Security Lights. In addition to compensation due per Sections (a) and (b) above, the amount to be paid for street and security lights transferred shall be an amount equal to the total billings for such security lights for the immediately preceding twenty-four (24) month period in which the account was served at the service location, or a twenty-four (24) month period annualized in the event less than twenty-four (24) months are billed during the preceding year as shown on Exhibit "D".
- d) Transfer Instruments. With each transfer, the COOPERATIVE will make, execute and deliver to the CITY a conveyance, deed or other instrument of transfer as is appropriate in order to convey all rights, title and interest of the COOPERATIVE in any Service Facilities, rights-of-way, easements, road permits, or other rights.
- e) Deposits. All deposits and or membership will be refunded directly to Extra-Territorial Customers as per Central Florida Electric Cooperative, Inc. policy.
- f) Time of Payment. All payments from the CITY to the COOPERATIVE determined in accordance with this section shall be made in cash within thirty (30) days of the related transfer. The compensation provided by the CITY to the COOPERATIVE pursuant to this paragraph (a) through (d) shall not exceed the sum of \$77,806.66

OPERATION AND MAINTENANCE

Section 4.1 Facilities to Remain: All generating plants, transmission lines, substations, distribution lines and related facilities now used by either Party in conjunction with their respective electric utility systems, and which are used directly or indirectly and are useful in serving customers in their respective service areas, shall be allowed to remain where situated and shall not be subject to removal hereunder; provided, however, that such Party shall operate and maintain said lines and facilities in such manner as to minimize any interference with the operations of the other Party.

Section 4.2 Joint Use: The Parties hereto realize that it may be necessary, under certain circumstances and in order to carry out this Agreement, to make arrangements for the joint use of their respective service facilities. In such event, arrangement shall be made by separate instruments incorporating standard engineering practices and providing proper clearances with respect thereto.

Section 4.3 Express Distribution Feeders: Either Party may maintain, operate and/or erect new Express Distribution Feeders in the territorial area of the other Party; provided, however, that the Party shall construct, operate and maintain said feeders in a manner so as to minimize any interference with the operation of the other Party's facilities.

Section 4.4. Party's Right to Serve Own Facilities: Nothing herein shall be construed to prevent or in any way inhibit the right and authority of the CITY or COOPERATIVE to serve any of its existing business or operational facilities, including such facilities hereinafter constructed that are located in the other party's territorial area. This provision shall be limited to be CITY or COOPERATIVE owned, funded and operated projects.

ARTICLE V
PREREQUISITE APPROVAL

Section 5.1 Florida Public Service Commission Approval: The provisions and the Parties' performance of this Agreement are subject to the regulatory authority of the Commission, and appropriate approval by the Commission of the provisions of this Agreement shall be a prerequisite to the validity and applicability hereof.

Section 5.2 Liability in the Event of Disapproval: In the event approval pursuant to Section 6.1 is not obtained, neither Party will have any claim against the other arising under this Agreement.

ARTICLE VI
DURATION

Section 6.1: This Agreement shall continue and remain in effect for a period of fifteen (15) years from the date of the Commission's approval of this Agreement.

ARTICLE VII
CONSTRUCTION OF AGREEMENT

Section 7.1 Intent and Interpretation: This Agreement shall be construed and interpreted to give full effect to the intention of the Parties for entering into this Agreement, which is to avoid needless and uneconomic costs associated with unnecessary duplication of electric service facilities by either Party that would likely result if the Parties did not agree as provided herein.

Section 7.2 Bulk Power Supply for Resale: Nothing herein shall be construed to prevent either Party from providing a bulk power supply for resale purposes, regardless of where the purchaser for resale may be located. Further, no other section or provision of this Agreement shall be construed as applying to a bulk power supply for resale purposes.

Section 7.3 Other Electric Utilities: Nothing in this Agreement is intended to define, establish or affect in any manner the rights of any other electric utility not a Party to this Agreement with respect to the furnishing of retail electric service.

Section 7.4 Franchise Fee Agreement: Nothing contained in this Agreement shall preclude the COOPERATIVE from entering into a subsequent franchise fee agreement with the CITY.

ARTICLE VIII **MISCELLANEOUS**

Section 8.1 Negotiations: Whatever terms or conditions may have been discussed during the negotiations leading up to the execution of this Agreement, the only terms and conditions agreed upon are those set forth herein, and no amendment to, alteration or modification of this Agreement shall be binding upon either of the Parties hereto unless the same shall be in writing, signed by both Parties, and approved by the Commission. This Agreement supersedes any and all territorial agreements previously entered into by the Parties.

Section 8.2 Third Parties, Successors and Assigns: Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give to any person or corporation other than the Parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of any shall be binding only upon the Parties hereto and their respective representatives, successors and assigns.

Section 8.3 Notices: Notices and other written communications contemplated by this Agreement shall be deemed to have given if sent by certified mail, postage prepaid, by prepaid private courier, or by confirmed facsimile transmittal, as follows:

To the COOPERATIVE:

General Manager,
Central Florida Electric Cooperative, Inc.
P O Box 9
Chiefland, Florida 32644
Facsimile 352-493-4499

To the CITY:

City Manager,
City of Newberry
P. O. Box 369
Newberry, Florida 32669
Facsimile 352-472-1799

Either Party may change its designated representative or address to which such notices or communications shall be sent by giving written notice thereof to the other Party in the manner herein provided.

Section 8.4 Severability: the invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

Section 8.5 Costs and Attorney's Fees: In the event legal action is taken to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover all costs incurred, including reasonable attorney's fees, including such costs and fees incurred in any appellate proceeding.

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IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals by

the appropriate and authorized officials of each Party.

CENTRAL FLORIDA ELECTRIC COOPERATIVE, INC. on this 7 day of May, 2012,

ATTEST:

By: Randy Mikell
Randy Mikell, President
Central Florida Electric Cooperative, Inc .

By: Gregory V. Beauchamp
Gregory V. Beauchamp
Attorney, Central Florida Electric Cooperative, Inc.

CITY OF NEWBERRY on this 14th day of May, 2012,

ATTEST:
By: William H. Conrad
Honorable William H. Conrad, Mayor

By: Keith R. Ashby
Keith Ashby, City Manager

By: Gayle B. Pons
Gayle B Pons, City Clerk

Approved as to form and legality:

By: S. Scott Walker
S. Scott Walker
Attorney, City of Newberry

Exhibit " B "

Extra-Territorial Customers

1	Ronald R Aparicio : Acc #229611066	P O Box 965 Newberry, Fla. 32669-0965
2	William E Carman : Acc #204038608	P O Box 615 Newberry, Fla. 32669-6015
3	Larry A Dalton : Acc #1788615860	P O Box 562 Newberry, Fla. 32669-0562
4	Ronald D Davis : Acc #202102505	28031 West Newberry Road Newberry, Fla. 32669-2604
5	Ronald D Davis : Acc #201081452	28031 West Newberry Road Newberry, Fla. 32669-2604
6	Ronald D Davis : Acc #202067955	28031 West Newberry Road Newberry, Fla. 32669-2604
7	Myrtle M Dick : Acc #1978731147	P O Box 814031 Newberry, Fla. 32669-4031
8	Clarence N Grubb : Acc #961417886	27619 West Newberry Road Newberry, Fla. 32669-2604
9	Andrew J Hall : Acc #10006610	P O Box 602 Newberry, Fla. 32669-0602
10	Hester D Heaslett : Acc #10002983	P O Box 767 Newberry, Fla. 32669-0767
11	Hester D Heaslett : Acc #10002975	P O Box 767 Newberry, Fla. 32669-0767
12	Rudolph B Napier : Acc #5107041427	P O Box 447 Newberry, Fla. 32669-0447
13	Pat M Post : Acc #5652911248	P O Box 1319 Newberry, Fla. 32669-1319
14	Pat M Post : Acc #960103216	P O Box 1319 Newberry, Fla. 32669-1319
15	Pat M Post : Acc #5652940825	P O Box 1319 Newberry, Fla. 32669-1319
16	Jami C Proctor : Acc #206014698	27717 West Newberry Road Newberry, Fla. 32669-2604
17	Jami C Proctor : Acc #203048624	27717 West Newberry Road Newberry, Fla. 32669-2604
18	Debra L Southland : Acc #960071041	P O Box 397 Newberry, Fla. 32669-0397

"Exhibit C"

Inventory of assets to be sold

CALCULATION OF FAIR MARKET VALUE

Loc./Area #	DESCRIPTION	Units	Quantity	ASSET ID	REPLACEMENT COST PER ENG EST	TOTAL REPLACEMENT COST	Depreciation Rate	Average Age	DEPRECIATION ALLOW ON REPLACEMENT COST	FAIR MARKET VALUE (Minimum - 20% of Replacement Cost)	
City of Newberry											
Territorial Agreement Inventory											
Counterparty: Central Florida Electric Coop., Inc.											
Purchase/Sale: Purchase											
Effective Date of transaction:											
CFEC Line/Pole Number	6-2-093	Anchor	EA	3	3640011	\$ 75.58	\$ 226.74	3.72%	32	\$ (226.74)	\$ 45.35
	6-1-482	Wire-3/8 Siemens Martin	FT	63	3640091	1.06	66.78	3.72%	32	(66.78)	13.36
		Cond ACSR #2	FT	1034	3650481	0.44	454.96	2.64%	32	(384.35)	90.99
		Cond TP #2	FT	104	3650601	8.25	858.00	2.64%	32	(724.84)	171.60
		Ground Rod	EA	2	3651601	66.42	132.84	2.64%	32	(112.22)	26.57
		Insul. Guy Strain-36	EA	3	3641261	21.42	64.26	3.72%	32	(64.26)	12.85
		Insul Post Type F-27 KV	EA	1	3651541	63.38	63.38	2.64%	32	(53.54)	12.68
		Insulator Suspension-27 KV	EA	3	3651611	22.40	67.20	2.64%	32	(56.77)	13.44
		Pole 30-7	EA	1	3641291	221.30	221.30	3.72%	32	(221.30)	44.26
		Pole 35-6	EA	1	3641321	268.84	268.84	3.72%	32	(268.84)	63.77
		Pole 40-5	EA	1	3641371	328.54	328.54	3.72%	32	(328.54)	65.71
		Pole 45-4	EA	1	3641411	401.86	401.86	3.72%	32	(401.86)	80.37
		Subtotal					3,154.70			(2,910.05)	630.94
CFEC Line/Pole Number	6-1-187	ANCHOR 10-66	EA	7	3640011	75.58	529.06	3.72%	13	(255.85)	273.21
		WIRE - 3/8 SIEMENS MARTIN	FT	120	3640091	1.06	127.20	3.72%	13	(61.51)	65.69
		COND ACSR #2	FT	3086	3650481	0.44	1,357.84	2.64%	13	(466.01)	891.83
		Cond TP #2	FT	49	3650601	8.25	404.25	2.64%	13	(138.74)	265.51
		GROUND ROD	EA	2	3651501	66.42	132.84	2.64%	13	(45.59)	87.25
		INSUL. GUY STRAIN - 36	EA	7	3641261	21.42	149.94	3.72%	13	(72.51)	77.43
		INSUL. POST TYPE F- 27 kv	EA	4	3651541	63.38	253.52	2.64%	13	(87.01)	166.51
		INSULATOR SUSPENSION 27 KV	EA	6	3651611	22.40	134.40	2.64%	13	(46.13)	88.27
		POLE 30-7	EA	1	3641291	221.30	221.30	3.72%	13	(107.02)	114.28
		POLE 40-5	EA	1	3641371	328.54	328.54	3.72%	13	(158.88)	169.66
		Pole 40-4	EA	3	3641361	354.21	1,062.63	3.72%	13	(513.89)	548.74
		Pole 45-4	EA	1	3641411	401.86	401.86	3.72%	13	(194.34)	207.52
		Subtotal					5,103.38			(2,147.48)	2,955.90
CFEC Line/Pole Number	6-1-405	ANCHOR 10-66	EA	2	3640011	75.58	151.16	3.72%	30	(151.16)	30.23
	6-4-443	WIRE - 3/8 SIEMENS MARTIN	FT	30	3640091	1.06	31.80	3.72%	30	(31.80)	6.36
	6-1-751	COND ACSR #2	FT	2260	3650481	0.44	994.40	2.64%	30	(787.56)	206.84
	6-1-752	Cond TP #2	FT	30	3650601	8.25	247.50	2.64%	30	(198.02)	51.48
		GROUND ROD	EA	5	3651501	66.42	332.10	2.64%	30	(263.02)	69.08
		INSUL. GUY STRAIN - 36	EA	3	3641261	21.42	64.26	3.72%	30	(64.26)	12.85
		INSUL. POST TYPE F- 27 kv	EA	4	3651541	63.38	253.52	2.64%	30	(200.79)	52.73
		INSULATOR SUSPENSION 27 KV	EA	1	3651611	22.40	22.40	2.64%	30	(17.74)	4.66
		POLE 30-7	EA	1	3641291	221.30	221.30	3.72%	30	(221.30)	44.26

Inventory of assets to be sold					CALCULATION OF FAIR MARKET VALUE						
Loc./Area #	DESCRIPTION	Units	Quantity	ASSET ID	REPLACEMENT COST PER ENG EST	TOTAL REPLACEMENT COST	Depreciation Rate	Average Age	DEPRECIATION ALLOW ON REPLACEMENT COST	FAIR MARKET VALUE (Minimum - 20% of Replacement Cost)	
City of Newberry											
Territorial Agreement Inventory											
Counterparty: Central Florida Electric Coop., Inc											
Purchase/Sale: Purchase											
Effective Date of transaction:											
	POLE 35-4	EA	1	3641311	304.01	304.01	3.72%	30	(304.01)	60.80	
	POLE 35-6	EA	3	3641321	268.84	806.52	3.72%	30	(806.52)	161.30	
	POLE 40-5	EA	1	3641321	268.84	268.84	3.72%	30	(268.84)	53.77	
	Subtotal					3,697.81			(3,313.03)	754.36	
CFEC Line/Pole Number	6-0-990	ANCHOR 10-66	EA	5	3640011	75.58	377.90	3.72%	34	(377.90)	75.58
	6-1-189	WIRE - 3/8 SIEMENS MARTIN	FT	90	3640091	1.06	95.40	3.72%	34	(95.40)	19.08
		COND ACSR #2	FT	3290	3650481	0.44	1,447.60	2.64%	34	(1,299.37)	289.52
		Cond TP #2	FT	28	3650601	8.25	231.00	2.64%	34	(207.35)	46.20
		UG COND TP #4/0	FT	95	3650771	44.43	4,220.85	2.64%	34	(3,788.63)	844.17
		GROUND ROD	EA	4	3651501	66.42	265.68	2.64%	34	(238.47)	53.14
		INSUL GUY STRAIN - 36	EA	5	3641261	21.42	107.10	3.72%	34	(107.10)	21.42
		INSUL POST TYPE F- 27 kv	EA	3	3651541	63.38	190.14	2.64%	34	(170.67)	38.03
		INSULATOR SUSPENSION 27 KV	EA	5	3651611	22.40	112.00	2.64%	34	(160.53)	22.40
		POLE 35-6	EA	4	3641321	268.84	1,075.36	3.72%	34	(1,075.36)	215.07
		POLE 40-5	EA	2	3641371	328.54	657.08	3.72%	34	(657.08)	131.42
	Subtotal					8,780.11			(8,117.86)	1,756.02	
CFEC Line/Pole Number	6-4-646	ANCHOR 10-66	EA	2	3640011	75.58	151.16	3.72%	34	(151.16)	30.23
	6-2-043	WIRE - 3/8 SIEMENS MARTIN	FT	35	3640091	1.06	37.10	3.72%	34	(37.10)	7.42
	6-3-608	COND ACSR #2	FT	974	3650481	0.44	428.56	2.64%	34	(384.68)	85.71
		GROUND ROD	EA	2	3651501	66.42	132.84	2.64%	34	(119.24)	26.57
		INSUL GUY STRAIN - 36	EA	2	3641261	21.42	42.84	3.72%	34	(42.84)	8.57
		INSUL POST TYPE F- 27 kv	EA	1	3651541	63.38	63.38	2.64%	34	(56.89)	12.68
		INSULATOR SUSPENSION 27 KV	EA	2	3651611	22.40	44.80	2.64%	34	(40.21)	8.96
		POLE 30-7	EA	3	3641291	221.30	663.90	3.72%	34	(663.90)	132.78
		POLE 35-6	EA	2	3641321	268.84	537.68	3.72%	34	(537.68)	107.54
		Cond TP #2	FT	558	3650601	8.25	4,603.50	2.64%	34	(4,132.10)	920.70
	Subtotal					6,705.76			(6,165.80)	1,341.15	
CFEC Line/Pole Number	6-1-274	ANCHOR 10-66	EA	3	3640011	75.58	226.74	3.72%	20	(168.69)	58.05
	6-3-493	WIRE - 3/8 SIEMENS MARTIN	FT	67	3640091	1.06	71.02	3.72%	20	(52.84)	18.18
		COND ACSR #2	FT	1012	3650481	0.44	445.28	2.64%	20	(235.11)	210.17
		GROUND ROD	EA	2	3651501	66.42	132.84	2.64%	20	(70.14)	62.70
		INSUL GUY STRAIN - 36	EA	3	3641261	21.42	64.26	3.72%	20	(47.81)	16.45
		INSULATOR SUSPENSION 27 KV	EA	3	3651611	22.40	67.20	2.64%	20	(35.48)	31.72
		POLE 30-7	EA	3	3641291	221.30	663.90	3.72%	20	(493.94)	169.96
		POLE 35-6	EA	2	3641321	268.84	537.68	3.72%	20	(400.03)	137.65
		Cond TP #2	FT	211	3650601	8.25	1,740.75	2.64%	20	(919.12)	821.63
		Cond TP #1/U	FT	211	3650611	2.19	462.09	2.64%	20	(243.98)	218.11
	Subtotal					4,411.76			(2,667.15)	1,744.61	

Inventory of assets to be sold						CALCULATION OF FAIR MARKET VALUE					
	Loc./Area #	DESCRIPTION	Units	Quantity	ASSET ID	REPLACEMENT COST PER ENG EST	TOTAL REPLACEMENT COST	Depreciation Rate	Average Age	DEPRECIATION ALLOW ON REPLACEMENT COST	FAIR MARKET VALUE (Minimum - 20% of Replacement Cost)
City of Newberry											
Territorial Agreement Inventory											
Counterparty: Central Florida Electric Coop. Inc											
Purchase/Sale: Purchase											
Effective Date of transaction:											
CFEC Line/Pole Number	6-1-167	ANCHOR 10-66	EA	3	3640011	75.58	226.74	3.72%	30	(226.74)	45.35
		WIRE - 3/8 SIEMENS MARTIN	FT	58	3640091	1.06	61.48	3.72%	30	(61.48)	12.30
		COND ACSR #2	FT	1172	3650481	0.44	515.68	2.64%	30	(408.42)	107.26
		GROUND ROD	EA	2	3651501	66.42	132.84	2.64%	30	(105.21)	27.63
		INSUL. GUY STRAIN - 36	EA	3	3641261	21.42	64.26	3.72%	30	(64.26)	12.85
		INSUL. POST TYPE F- 27 kv	EA	1	3651541	63.38	63.38	2.64%	30	(50.20)	13.18
		INSULATOR SUSPENSION 27 KV	EA	3	3651611	22.40	67.20	2.64%	30	(53.22)	13.98
		POLE 30-7	EA	2	3641291	221.30	442.60	3.72%	30	(442.60)	88.52
		POLE 35-6	EA	2	3641321	268.84	537.68	3.72%	30	(537.68)	107.54
		Cond TP #2	FT	170	3650601	8.25	1,402.50	2.64%	30	(1,110.78)	291.72
		Cond TP # 1/0	FT	154	3650611	2.19	337.26	2.64%	30	(267.11)	70.15
		Subtotal					3,851.62			(3,327.70)	790.47
CFEC Line/Pole Number	6-3-518	ANCHOR 10-66	EA	1	3640011	75.58	75.58	3.72%	21	(69.04)	16.54
	6-4-173	WIRE - 3/8 SIEMENS MARTIN	FT	15	3640091	1.06	15.90	3.72%	21	(12.42)	3.48
	6-4-240	GROUND ROD	EA	1	3651501	66.42	66.42	2.64%	21	(36.82)	29.60
		INSUL. GUY STRAIN - 36	EA	1	3641261	21.42	21.42	3.72%	21	(16.73)	4.69
		INSULATOR SUSPENSION 27 KV	EA	1	3651611	22.40	22.40	2.64%	21	(12.42)	9.98
		POLE 30-7	EA	2	3641291	221.30	442.60	3.72%	21	(345.78)	96.84
		POLE 35-6	EA	1	3641321	268.84	268.84	3.72%	21	(210.02)	58.82
		Cond TP # 1/0	FT	208	3650611	2.19	455.52	2.64%	21	(252.54)	202.98
		UG Cond TP # 4/0	FT	230	3650801	3.13	719.90	2.64%	21	(399.11)	320.79
		UG URD 1/0	FT	620	3650831	4.02	2,492.40	2.64%	21	(1,381.78)	1,110.61
		Subtotal					4,580.98			(2,726.66)	1,854.32
CFEC Map Location	E9-SW5-30	LIGHT YARD HPS 100W	EA	1	3710051	326.41	326.41	4.08%	9	(119.86)	206.55
	E9-6-19	LIGHT YARD HPS 100W	EA	1	3710051	326.41	326.41	4.08%	9	(119.86)	206.55
	E9-6-32	LIGHT YARD HPS 100W	EA	1	3710051	326.41	326.41	4.08%	7	(93.22)	233.19
	E9-SW5-12	LIGHT YARD HPS 100W	EA	1	3710051	326.41	326.41	4.08%	35	(326.41)	65.28
	E9-6-18	LIGHT YARD HPS 100W	EA	1	3710051	326.41	326.41	4.08%	20	(266.35)	65.28
		Subtotal					1,632.05			(925.70)	776.86
Grand Total Cost of Facilities						\$	41,918.17			\$ (32,301.41)	\$ 12,604.64

ATTACHMENT 2

**SAMPLE NOTIFICATION LETTER TO
AFFECTED EXTRA-TERRITORIAL CUSTOMERS**

January 20, 2012

Dear Electric Utility Customer,

The City of Newberry and Central Florida Electric Cooperative are entering into a service territorial agreement to define service areas for both Utilities.

The agreement will be entered into to prevent duplication of facilities by the Utilities serving the same geographical area, which otherwise, could result in needless & wasteful expenditures; create hazardous situations; and fail to provide the most economical & cost effective service to the utility consumer.

Both parties have agreed upon boundary lines and both parties have agreed not to serve in the other Utility's territory. Some customers of Central Florida Electric will be transferred to the City of Newberry through the agreement.

Your location of electric service, by the agreement, is within the City of Newberry's territory. The City of Newberry will not request a deposit for your account, if you are not required to have a deposit with Central Florida Electric.

Enclosed you will find a City of Newberry Customer Policy for electric service along with a comparison of the City of Newberry's and Central Florida Electric Cooperative electric rates.

After approval of the Territory Agreement you will be notified of a transfer date.

If you have any questions please call Blaine Suggs, City of Newberry at 352-472-1537 or _____, Central Florida Electric Cooperative at _____.

Sincerely,

Sincerely,

Blaine Suggs
Utility Director
City of Newberry

Central Florida Electric Cooperative

1000 Kwh RATE COMPARISON - CITY & CFEC 2010

City of Newberry				Central Florida Electric Cooperative				
	<u>Srv Chg</u>	<u>Base Rate</u>	<u>PCA</u>	<u>Total</u>	<u>Fac Chg</u>	<u>Base Rate</u>	<u>PCA</u>	<u>Total</u>
Jan-10	\$7.50	0.07350	0.05250	133.5	15.00	0.11000	0.00300	128.00
Feb-10	\$7.50	0.07350	0.05536	136.36	15.00	0.11000	0.00300	128.00
Mar-10	\$7.50	0.07350	0.06000	141	15.00	0.11000	0.00300	128.00
Apr-10	\$7.50	0.07350	0.06000	141	15.00	0.11000	0.00300	128.00
May-10	\$7.50	0.07350	0.05536	136.36	15.00	0.11000	0.00300	128.00
Jun-10	\$7.50	0.10000	0.03200	139.5	15.00	0.11000	0.00300	128.00
Jul-10	\$7.50	0.10000	0.02886	136.36	15.00	0.11000	0.00300	128.00
Aug-10	\$7.50	0.10000	0.02886	136.36	15.00	0.11000	0.00300	128.00
Sep-10	\$7.50	0.10000	0.02600	133.5	15.00	0.11000	0.00300	128.00
Oct-12	\$7.50	0.10000	0.02886	136.36	15.00	0.11000	-0.00400	121.00
Nov-10	\$7.50	0.10000	0.03350	141	15.00	0.11000	-0.00750	117.50
Dec-10	\$7.50	0.10000	0.02360	131.1	15.00	0.11000	-0.00750	117.50
Annual Avg				<u>\$136.87</u>				<u>125.67</u>

1000 Kwh RATE COMPARISON - CITY & CFEC 2011

	<u>Srv Chg</u>	<u>Base Rate</u>	<u>PCA</u>	<u>Total</u>	<u>Fac Chg</u>	<u>Base Rate</u>	<u>PCA</u>	<u>Total</u>
Jan-11	7.50	0.10000	0.00724	114.74	15.00	0.11200	(0.00250)	124.50
Feb-11	7.50	0.10000	0.01095	118.45	15.00	0.11200	0.00025	127.25
Mar-11	7.50	0.10000	0.02000	127.50	15.00	0.11200	0.00025	127.25
Apr-11	7.50	0.10000	0.02400	131.50	15.00	0.11200	(0.00350)	123.50
May-11	7.50	0.10000	0.02100	128.50	15.00	0.11200	(0.00350)	123.50
Jun-11	7.50	0.10000	0.00965	117.15	15.00	0.11200	(0.00350)	123.50
Jul-11	7.50	0.10000	0.00965	117.15	15.00	0.11200	(0.00100)	126.00
Aug-11	7.50	0.10000	-	107.50	15.00	0.11200	(0.00100)	126.00
Sep-11	7.50	0.10000	0.01640	123.90	15.00	0.11200	(0.00100)	126.00
Oct-11	7.50	0.10000	0.04000	147.50	15.00	0.11200	(0.00100)	126.00
Nov-11	7.50	0.10000	0.03000	137.50	20.00	0.11200	(0.00300)	129.00
Dec-11	7.50	0.10000	0.00750	115.00	20.00	0.11200	(0.00500)	127.00
Jan-12	7.50	0.10000	0.02000	127.50	20.00	0.11200	(0.00200)	130.00
Feb-12	7.50	0.10000	0.02750	135.00	20.00	0.11200	(0.00200)	130.00
Mar-12	7.50	0.10000	0.02000	127.50	20.00	0.11200	(0.00600)	126.00

~ Annual Avg

\$125.09

\$126.37

RESIDENTIAL SERVICE
RATE SCHEDULE - RS

AVAILABILITY – Service shall be available throughout the area served by the utility.

APPLICABILITY – Rate is applicable to electric service to individual (single-family) residences, apartments or farms. This rate is not applicable to business houses, licensed boarding or rooming houses, or when advertised as such, educational institutions or apartment houses, except when the latter is served by a separate meter for each apartment. Single phase motors used may be connected only at the option of the City. All of the electrical appliances to be served under this rate are subject to approval by the City. Service provided hereunder shall not be shared or resold to others.

CHARACTER OF SERVICE – Service furnished under this schedule shall be alternating current, 60 cycles, single phase, at a normal 120/240 volts. The City may, at its option, provide three phase 120/240 volt service if and when readily available, but only where individual motors rated at 7.5 HP or larger are connected.

LIMITATIONS – Service is subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the utility. Standby and resale service not permitted.

RATE –

Customer Facilities Charge	\$7.50
Energy/Demand Charge	\$0.1000
All kilowatt hours (per kWh)	

(Continued on Sheet No. 7.1)

Issued By: Blaine Suggs
Public Works Director

Effective: July 1, 2010

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. ME-10-011

DOCKET NO. N/A

ORDER NO. N/A

APPROVED: July 6, 2010

Marshall Willis

DIRECTOR
DIVISION OF ECONOMIC AND REGULATION

RECEIVED

JUL 09 2010

FMPA/LEGAL - Tallahassee

COMMERCIAL SERVICE
RATE SCHEDULE

AVAILABILITY – Service shall be available throughout the area served by the utility.

APPLICABILITY – Rate shall be applicable to electric service from a single metering point for all service other than residential service, security lights and large power or industrial power service.

CHARACTER OF SERVICE – Service furnished under this schedule shall be alternating current 60 cycle, single phase 120/240 volts or three phase at nominal 120/208, 120/240, or 277/480 volts, at the option of the City, depending upon the class of service available.

LIMITATIONS – Service is subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the utility. Standby and resale service not permitted.

RATE –

Customer Facilities Charge	\$7.50
All kilowatt-hours (kWh)	\$0.1102

MINIMUM CHARGE –

Customer facilities charge per meter, per month:

Single phase	\$7.50
Three phase	\$8.50

Issued by: Blaine Suggs
Public Works Director

Effective: July 1, 2010

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. ME-10-011

DOCKET NO. N/A

ORDER NO. N/A

APPROVED: July 6, 2010

Marshall Willis

DIRECTOR
DIVISION OF ECONOMIC AND REGULATION

RECEIVED

JUL 09 2010

FMPA/LEGAL - Tallahassee

LARGE POWER SERVICE
RATE SCHEDULED - LP

AVAILABILITY – Service shall be available throughout the area served by the utility.

APPLICABILITY – The rate shall be applicable to those customers having billing demands of not less than ten kilowatts (10kW) when, but only when, all electric service on a given customer's premises, other than security lights, is taken and paid for under this rate schedule at a single metering point, or if through more than one metering point, then only under this rate schedule applied individually at one or more metering points and the currently effective general service rate schedule applied individually at each other metering point. Customers requesting service under this rate schedule at a given metering point agree to take and pay for service at the rates specified herein for at least eighteen (18) continuous months before receiving service at said metering point under any of the City's other available rate schedules.

CHARACTER OF SERVICE – Alternating current, 60 cycles, three phase service will be provided at readily available system voltages, as determined by the city.

LIMITATION – Service is subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the utility. Standby and resale service not permitted.

RATE -

Customer facilities charge	\$15.00
Demand charge per kilowatt (kW)	\$10.00
Energy charge per kilowatt-hour (kWh)	\$0.0678

(Continued on Sheet No. 9.1)

Issued by: Blaine Suggs
Public Works Director

Effective: July 1, 2010

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. ME-10-011

DOCKET NO. N/A

ORDER NO. N/A

APPROVED: July 6, 2010

Marshall Willis

DIRECTOR
DIVISION OF ECONOMIC AND REGULATION

RECEIVED

JUL 09 2010

FMPA/LEGAL - Tallahassee

POWER COST ADJUSTMENT - PCA

APPLICABILITY – Amount to be added to or subtracted from the monthly rate per kilowatt-hour (kWh) of each filed rate schedule.

CALCULATION - The energy charge for all energy delivered to customers of the City of Newberry Electric System includes a Power Cost Base of \$0.0765 per kilowatt-hour (kWh) in the base rate.

$$\frac{\text{BPC} \pm \text{BPCT}}{(\text{kWh Purchased and Delivered}^*)} \times (1 - \text{p.u. System Loss}) - \text{PCB} - \text{PCA}$$

*Delivered from St. Lucie

DEFINITIONS

BULK POWER COST (BPC)

Those costs related to the purchase of wholesale power and the generation of power (St. Lucie and future joint ventures), as determined monthly.

POWER COST BASE (PCB)

The power-related cost that is embedded within the base rate, stated in cost per kilowatt-hour (kWh).

POWER COST ADJUSTMENT (PCA)

The difference between the adjusted bulk power unit cost and the power cost base, stated in cost per kilowatt-hour (kWh), as determined by the calculation.

BULK POWER COST TRUE-UP (BPCT)

The difference between the bulk power cost actually incurred and the bulk power cost recovered through the power cost base and the power cost adjustment, as determined monthly.

FLORIDA PUBLIC SERVICE COMMISSION

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AUTHORITY NO. ME-10-011

DOCKET NO. N/A

ORDER NO. N/A

APPROVED: July 6, 2010

Marshall Willis

DIRECTOR
DIVISION OF ECONOMIC AND REGULATION

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JUL 09 2010

FMPA/LEGAL - Tallahassee

INDUSTRIAL POWER SERVICE
RATE SCHEDULE

AVAILABILITY – Service shall be available throughout the area served by the utility.

APPLICABILITY – Rate shall be applicable to electric service throughout the entire territory served by the City for those customers having a minimum demand of 57% load factor and a minimum demand of 1,000 kilowatts (kW) or greater. When, but only when, all electric service on a given customer's premises, other than security lights, is taken and paid for under this rate schedule at a single metering point, or if through more than one metering point then only under this rate schedule applied individually at one or more metering points and the currently effective general service rate schedule applied individually at each metering point. Customers receiving service under this rate schedule, at a given metering point agree to take and pay for service at the rate specified herein, for at least for eighteen (18) continuous months before receiving service at said metering point under any of the City's other available rate schedules.

CHARACTER OF SERVICE – Alternating current sixty (60) cycles, three-phase service will be provided at readily available system voltages, as determined by the City.

LIMITATION OF SERVICE – Service is subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the utility. Standby and resale service not permitted.

RATE –

Customer facilities charge	\$45.00
Demand charge, per kilowatt (kW)	\$ 9.00
Energy charge, per kilowatt-hour (kWh)	\$ 0.0650

Issued by: Blaine Suggs
Public Works Director

Effective: July 1, 2010

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. ME-10-011

DOCKET NO. N/A

ORDER NO. N/A

APPROVED: July 6, 2010

Marshall Willis

DIRECTOR
DIVISION OF ECONOMIC AND REGULATION

RECEIVED

JUL 09 2010

FMPA/LEGAL - Tallahassee