

Floyd R. Self (850) 521-6727 fself@bergersingerman.com

May 27, 2020

VIA E-FILING

Adam Teitzman, Agency Clerk Public Service Commission 2540 Shumard Oak Blvd. Tallahassee, FL 32399-0850

Re: Docket No. 20200138-EU: Joint Petition for Approval of Territorial Agreement in

Sumter County, by Sumter Electric Cooperative, Inc. and City of Bushnell

Dear Mr. Teitzman:

Enclosed for filing are the Joint Responses of the City of Bushnell and Sumter Electric Cooperative, Inc. to the Staff's First Data Request dated May 13, 2020.

If you need any further information, please let us know.

Sincerely,

Berger Singerman LLP

Floyd R. Self

FRS/am Attachments

cc: Thomas Cloud, B.C.S. Scott Gerken, Esq. Ms. Sevini Geffrey

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Docket No. 20200138-EU

Joint Response to Staff's First Data Requests (Nos. 1-10)
Re: Joint petition for approval of territorial agreement in Sumter County,
by Sumter Electric Cooperative, Inc. and City of Bushnell

<u>Please refer to the Joint Petition for the following question:</u>

1. The 1999 Territorial Agreement approved by the Commission expired over 8 years ago in March 2012. Paragraph 4 of the petition attributes the delay in reaching a new agreement to arbitration and obligations under the former and new franchise agreements. Please provide a brief summary of the reasons for the arbitration, the major components of the 2017 Arbitration Award, and any events that may have contributed to the time lag between Territorial Agreements.

Joint Response:

- The 1981 Territorial Agreement, as amended and extended by the 1999 Territorial Agreement (the "Amended Territorial Agreement"), was incorporated into the 1981 Franchise Agreement. When the 1981 Franchise Agreement expired, so did the Amended Territorial Agreement. See § 1, Bushnell Ordinance No. 81-13, codified as §27-82, Code of Ordinances of the City of Bushnell, Florida ("City Code").
- Before the 1981 Franchise Agreement expired, both parties attempted to renegotiate their relationship. SECO sought to extend the franchise agreement and territorial agreement; Bushnell investigated the feasibility of purchasing the distribution system while also negotiating the extension of the agreements. These discussions between SECO and Bushnell extended from in February 2011 and continued through the end of 2014.
- In December, 2014, Bushnell issued a request for proposals to hire a consultant to perform feasibility study on acquiring SECO facilities and customers per franchise agreement
- In early October, 2015, the consultant completed and presented the feasibility study to the City Council.
- In early 2015, SECO sought to oppose the acquisition, which culminated with the filing of a legal challenge against Bushnell to oppose the acquisition in November, 2015.
- From 2015 to the summer of 2016, the parties litigated certain issues relative to the acquisition, with the issues being resolved in favor of Bushnell.

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- In February, 2016, Bushnell invoked arbitration to determine value of acquiring SECO facilities and customers in accordance with the franchise purchase option.
- In May, 2016, the parties stipulated to a case management plan outlining the arbitration process and timeline.
- The final arbitration hearing was held on February 20-24, 2017, with a three-judge panel issuing an arbitration ruling on April 7, 2017.
- The parties negotiated a transfer agreement was negotiated and approved on April 5, 2018. The transfer agreement (1) provided timelines for Bushnell to construct the necessary facilities to integrate with the acquired SECO facilities, (2) provided timelines for the construction of facility requirements for SECO to separate and reintegrate its system after the exchange, and (3) provided for "true-up" amounts for any construction by SECO that would be subject to exchange but completed after the agreed to system valuation date of December 31, 2015.
- The City completed financial arrangements for the sale in August of 2019.
- The system cutover was completed in October 2019.

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2. Paragraph 4 of the petition states that after multiple years of work, the parties completed the transfer of facilities and customers in the fall of 2019.

a. Did both SECO and Bushnell transfer facilities and customers to each other?

Joint Response:

No, SECO transferred facilities to Bushnell that were necessary to provide service to the customers Bushnell acquired.

b. What was the cost to transfer facilities and customers and what methodology was used to calculate the value of the transferred facilities?

Joint Response:

The cost to transfer the facilities and customers was \$5,874,030, which includes:

- The value of all property, real and personal, owned by SECO and located within the municipal boundaries of the City as those boundaries existed on December 31, 2015, which property is used by SECO in providing electric service to customers located within those municipal boundaries (the "property"), and,
- The reasonable cost, if any, to SECO of severing its existing system located outside the boundaries of the City from the portion of the system located within the City's boundaries incident to the City's purchase of the system and the reintegration of the system located outside the City's boundaries, and,
- An adjustment or "true-up" to account for any and all changes in the facilities and assets that make up the distribution system within the City of Bushnell, as the City boundaries existed on December 31, 2015, from the date of the valuation presented to the arbitrators up to and including the dated that the distribution system within the City is acquired by the City.

According to the three-judge panel that rendered the Arbitration Award, value was based upon the reproduction cost new less depreciation method. The panel rejected the use of the income approach and the market approach, rejected the inclusion of stranded costs, and included a going concern value. The arbitration award is final and non-appealable.

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3. Would the above referenced transferred facilities exclusively serve the transferred customers? If not, please explain.

Joint Response:

Yes.

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4. Paragraph 4 of the petition states that customer and facility transfers needed to be completed pursuant to the Original Franchise Agreement, prior to preparing a new territorial agreement. Please provide a copy of the Original Franchise Agreement to staff.

Joint Response:

Please see the attached franchise, Ordinance No. 81-13, Attachment #1.

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5. Paragraph 4 of the petition refers to a Transfer Agreement dated August 2, 2018 which allowed the parties to transfer customers and facilities and completed the transfer in fall of 2019. In the referenced Transfer Agreement, did the parties contemplate their plan for the transferred customers should the Commission not approve the proposed territorial agreement? Please discuss.

Joint Response:

Both the franchise and the territorial agreement expired; the parties were nevertheless bound by a continuing obligation exercised by the City to acquire the SECO facilities within the city limits. The parties complied with the process established not only in their own course of dealings over 40 years, but also used in the City of Winter Park acquisition of the Florida Power/Progress Energy system within their city limits which honored the contractual obligation contained in the franchise agreement, followed by a petition to approve a proposed territorial agreement. Based on that premise, the parties did not contemplate an issue at the Commission given the circumstances of the exchange so long as the legislative and judicial standards applicable to the approval of territorial agreements are met.

Furthermore, the parties avoided significant expenditures through the use of numerous stipulations during the arbitration, including stipulations as to easement value, reproduction cost new less depreciation cost value, and separation and reintegration value, and through the negotiation and implementation of the transfer agreement. Only then did the parties jointly submit a proposed territorial agreement to the Commission, an agreement which is within the jurisdiction of the Commission, in line with the Florida Supreme Court's admonition that "The legal system favors the settlement of disputes by mutual agreement between the contending parties. This general rule applies with equal force in utility service agreements. Territorial agreements by public utilities have been approved because they serve both the interests of the public and the utilities by minimizing unnecessary duplication of facilities and services." *Utilities Comm'n of New Smyrna Beach v. Florida Pub. Serv. Comm'n*, 469 So.2d 731, 732 (Fla.1985), citing *Storey v. Mayo*, 217 So.2d 304 (Fla. 1968). The guiding principles of the parties have been insuring the reliability of Florida's energy grid, the prevention of needless uneconomic duplication of facilities, and the avoidance of detriment to the public interest.

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6. SECO letter (Exhibit C) indicates 620 SECO accounts will be transferred to Bushnell. The list of accounts to be transferred (Exhibit D) includes 681 accounts. Please explain the discrepancy.

Joint Response:

The difference in the number of accounts shown in Exhibit "C" (620) and Exhibit "D" (681) are locations where SECO still had facilities but they may have been idle with no meter for several years and a few that were built but were never activated and no meter ever set. There were 3 additional active services located within the transfer areas that were included in the overall transfers to the COB during the switch over bringing the total number of transfers to 623.

7. Please state the number of customers to be transferred, by class, pursuant to 25-6.0440(1)(c), F.A.C.

Joint Response:

Rate

Residential 344 PMRS -Prepaid Metering Service 32 RESN1 - Res Net Billing (Solar) 2 GS -General Service 149 GS3 - General Service 3		
Service32RESN1 - Res Net Billing (Solar)2GS -General Service149	Residential	344
RESN1 - Res Net Billing (Solar) 2 GS -General Service 149	PMRS -Prepaid Metering	
(Solar) 2 GS -General Service 149	Service	32
GS -General Service 149	RESN1 - Res Net Billing	
	(Solar)	2
GS3 - General Service 3	GS -General Service	149
	GS3 - General Service 3	
Phase 45	Phase	45
GSD - General Service	GSD - General Service	
Demand 46	Demand	46
LS - Lighting Service 5	LS - Lighting Service	5

Total= 623

Revenue Class

Residential	378
Commercial Not Billed Demand	185
Industrial Billed Demand	46
Irrigation	14

Total= 623

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8. SECO customer letter (Exhibit C, page 1 of 2) dated September 25, 2019 does not include information related to rates and charges the transferred customers would be paying as customers of Bushnell. City of Bushnell customer letter (Exhibit C, page 2 of 2) dated August 2019, indicates that the City has not finalized its rates. Please provide assurance that Bushnell will contact the new customers with rates and charges including customer deposits explained, pursuant to Rule 25-6.0440(1)(d), F.A.C. Please provide a copy of this customer letter to Commission staff.

Joint Response

On August 15, 2019, Bushnell sent their new customers one of several different versions of a "welcome" letter based on whether the customer had an existing utility service and therefore an existing account from the city or not. Copies of these letters are attached. The letter did not address COB electric rates at that time but did address the customer deposit requirement. The COB website does provide a link to all their utility service rates including electric. Attachment #2.

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9. Please provide a copy of the current SECO rates and the finalized Bushnell rates.

Joint Response:

Rate sheets for both SECO and COB are attached. The COB residential rate for 1000 kWh includes a customer charge of \$10.00, energy charge at \$0.09065/kWh, and a PCA \$0.019/kWh for a total of \$119.65. The SECO residential rate for 1000 kWh includes a customer charge of \$30.00, energy charge at \$0.1106 and a negative PCA of \$.0237 for a total per 1000kWh of \$116.90. Attachment #3.

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10. Please provide assurance that the agreement, in and of itself, will not cause a decrease in the reliability of electrical service to the existing or future ratepayers of SECO and Bushnell pursuant to Rule 25-6.0440(2)(b), F.A.C.

Joint Response:

Both utilities evaluated the method of integrating SECO's electric facilities into the existing Bushnell electrical as well as new Bushnell electric facilities required to support customer load and reliability. The separation and reintegration plan utilized by SECO restores its system to essentially the same configuration as before the exchange less the customers transferred.

ATTACHMENT #1

ORDINANCE NO. 81-13

AN ORDINANCE OF THE CITY OF BUSHNELL, FLORIDA, AMENDING CHAPTER 27, BUSHNELL CITY CODE, BY ADDING ARTICLE V. AND ACCOMPANYING SECTIONS; GRANTING AN ELECTRICAL FRANCHISE TO SUMTER ELECTRIC COOPERATIVE, INC., ITS SUCCESSORS AND ASSIGNS; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Bushnell, Florida, desires to provide for the expansion of its Electrical System; and

WHEREAS, the City Council of the City of Bushnell, Florida, desires to avoid and eliminate circumstances giving rise to duplication of electrical services occassioned by the fact that it is almost completely surrounded by Sumter Electric Cooperative, Inc.; and

WHEREAS, the City Council of the City of Bushnell, Florida, deems it to be in the best interests of the citizens of the City of Bushnell to enter into a territorial agreement and franchise with Sumter Electric Cooperative, Inc.

NOW, THEREFORE, be it ordained by the City Council of the City of Bushnell, Florida:

1. That the Code of Ordinances of Bushnell, Florida, is hereby amended by adding an Article to be numbered Article V. of Chapter 27, said Article and accompanying Section shall be entitled "Electrical Franchise." The text of Article V. and its accompanying Section shall be as follows:

ARTICLE V. ELECTRICAL FRANCHISE

Section 27-76. Grant of Authority.

- (a) That for a period of thirty (30) years, the City of Bushnell (herein sometimes referred to as Grantor) does hereby give and grant to Sumter Electric Cooperative, Inc., a corporation organized and existing under the laws of the State of Florida, and to its legal representatives, successors and assigns (herein called Grantee), the right, privilege and franchise to construct, operate and maintain in the said City of Bushnell, the electric power facilities required by the Grantee for the purpose of supplying electricity to Grantor, its inhabitants and the places of business located within Grantor's boundaries.
- (b) That with respect to the right, privilege and franchise granted to Grantee in Section 27-76 (a) above, said Grantee shall have for a period of thirty (30) years the right, privilege, franchise, power and authority to use the streets, avenues, alleys, easements, wharves, bridges, public thoroughfares, public grounds and/or public places of Grantor as they now exist or may hereinafter be

constructed, opened, laid out or extended beyond the present geographical boundary lines of Grantor.

Section 27-77. Rates.

The rates to be charged by the Grantee for electric service rendered under this franchise shall be the Grantee's standard rates now in effect, or as subsequently approved by the Rural Electrification Administration, or such other agency as may have proper jurisdiction.

Section 27-78. Fee.

That within thirty (30) days after each quarterly period ending March 31st,

June 30th, September 30th, and December 31st of each and every year, the Grantee,

its successors and assigns, shall pay to the Grantor and its successors an amount

which, added to the amount of all taxes, licenses, and other impositions levied or

imposed by the Grantor upon the Grantee's electric property, business or operations,

for the preceding tax year, will equal six percent (6%) of Grantee's revenues from

the sale of electrical energy to residential and commercial customers within the

corporate limits of the Grantor for the quarter preceding the applicable date;

provided, however, that at the end of each successive ten (10) years, Grantor and

Grantee shall renegotiate the percentage rate to be paid to the Grantor pursuant to

the provisions of this Section.

Section 27-79. Expiration of Franchise.

At and after the expiration of this franchise, Grantor shall have the right to purchase the electric plant and facilities of Grantee located within the corporate limits of Grantor which are used under or in connection with this franchise or right, at a valuation of the property desired, real and personal, which valuation shall be fixed by arbitration as may be provided by law. Excepted from this reservation are power plants and high tension transmission lines owned by the Corporation, and connected with its general system of distribution and used for the purposes of serving communities other than the Grantor herein. As a condition precedent to the taking effect of this franchise grant, Grantee shall give and grant to the Grantor the right to purchase herein so reserved. Grantee shall be deemed to have given and granted such right of purchase and satisfied this condition precedent by its acceptance of this franchise.

Section 27-80. Liability.

That Grantor shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by Grantee of

its facilities hereunder, and the acceptance of this ordinance shall be deemed an agreement on the part of Grantee, to indemnify Grantor and hold it harmless against any and all liability, loss, cost, damage or expense, which may accrue to Grantor by reason of the neglect, default, or misconduct of Grantee in the construction, operation or maintenance of its facilities hereunder.

Section 27-81. Subsequent Annexation.

In the event of annexation of any territory to the present corporate limits of Grantor, any and all portions of the electric system of Grantee located in said annexed territory shall be subject to all of the terms and conditions of this grant as though it were an extension made hereunder.

Section 27-82. Territorial Agreement.

The terms and conditions of that certain territorial agreement entered into by the City of Bushnell and Sumter Electric Cooperative, Inc., is incorporated herein by reference as though fully set forth herein verbatim. Wherever possible, in the construction of this franchise, the franchise and agreement shall be construed in pari materia.

Section 27-83. Ordinances Repealed.

That all ordinances and parts of ordinances in conflict herewith be and the same are hereby repealed.

Section 27-84. Effective Date.

This ordinance shall take effect upon its passage and subsequent approval of the territorial agreement by the Public Service Commission, which date shall be used in computing the thirty (30) year period of this franchise.

PASSED upon first reading by a	vote of 4 to	0 , upon motion made
by R. Jerry Eubanks	and seconded by	Nancy E. Brogden
in the regular meeting of the City C	ouncil held this 21	st day of July, 1981, upon
vote as follows:		
R. Jerry Eubanks	Yea	
Nancy E. Brogden	Yea	
Frank G. Hamilton	YeaYea	
Howard R. Lowery	Yea	
Perry K. Davidson	Absen	<u> </u>
IT WAS MOVED by Councilman	Jerry Eubanks	that this ordinance
he massed and ordained on second rea	ding nursuant to not	rice of public hearing publish

on August 6, 1981 in	the Sumer County Times.
This motion was seconded by Councilman	Perry K. Davidson ,
and upon being submitted to a vote, the res	ults were as follows:
Frank Hamilton	Yea
Nancy Brogden	Yea
Perry K. Davidson	Yea
Jerry Eubanks	<u>Yea</u>
Howard R. Lowery	Yea
APPROVED by me thisday of	August , 1981.
	Han OR Sam
Ma.	yor-Councilman
ATTEST:	
Margaret S. Strickland	

ATTACHMENT #2



Phone: (352) 793-2591 Fax: (352) 793-2711

City of Bushnell, Florida "Committed to the Quality of Life"

Current Occupant
[MAILING ADDRESS]

August 15, 2019

RE: [PHYSICAL ADDRESS HERE]

Dear Current Occupant:

The City of Bushnell looks forward to becoming your electricity provider in October 2019 when responsibility for your electric service is transferred from Sumter Electric Cooperative (SECO) to the City of Bushnell. The City's Electric Department is proud and eager to provide you with low-cost, reliable electricity and the personal service of a hometown electric utility.

We aim to make this transition as seamless as possible. Because you have an existing utility account with the City for another utility service, such as water, wastewater or garbage, you do NOT need to open a new account. Please note: Since your electric service will be added to the existing City of Bushnell utility account, if you would like services set up in another name, please contact us as soon as possible to discuss that option. Otherwise your new electric service, and all associated costs for that service will simply be added to your current monthly utility bill. No additional deposit will be required to add the new electric service to your existing account.

With this change, we expect that you might be wondering about electric rates. We are proud to say that the City's current residential bill is among the lowest in Florida. Our goal for our final rate structure is to ensure all City of Bushnell electric customers, regardless of customer type, will save money when being served by the City of Bushnell.

If you have any immediate questions, please contact the City's Customer Service Department at 352-793-2591.

The City of Bushnell is committed to providing low-cost, reliable electric service for you while enhancing the quality of life in our community. We look forward to serving you.

Sincerely,

Jody E. Young, CGFO City Manager/Finance Director



Phone: (352) 793-2591 Fax: (352) 793-2711

City of Bushnell, Florida "Committed to the Quality of Life"

Current Occupant
[MAILING ADDRESS]

August 16, 2019

RE: [PHYSICAL ADDRESS]

Dear Current Occupant:

The City of Bushnell looks forward to becoming your electricity provider in October 2019 when responsibility for your electric service is transferred from Sumter Electric Cooperative (SECO) to the City of Bushnell. The City's Electric Department is proud and eager to provide you with low-cost, reliable electricity and the personal service of a hometown electric utility.

We aim to make this transition as seamless as possible. Because you have an existing utility account with the City for another utility service, such as water, wastewater or garbage, you do **NOT** need to open a new account. **Please note:** Since your electric service will be added to the existing City of Bushnell utility account, if you would like services set up in another name, please contact us as soon as possible to discuss that option. Otherwise your new electric service, and all associated costs for that service will simply be added to your current monthly utility bill. However, an additional deposit will be required to add the new electric service to your existing account. Please contact the City of Bushnell Customer Service Department at (352) 793-2591 to discuss your new electric deposit requirement, as well as payment options.

With this change, we expect that you might be wondering about electric rates. We are proud to say that the City's current residential bill is among the lowest in Florida. Our goal for our final rate structure is to ensure all City of Bushnell electric customers, regardless of customer type, will save money when being served by the City of Bushnell.

If you have any immediate questions, please contact the City's Customer Service Department at 352-793-2591.

The City of Bushnell is committed to providing low-cost, reliable electric service for you while enhancing the quality of life in our community. We look forward to serving you.

Sincerely,

Jody E. Young, CGFO City Manager/Finance Director



Phone: (352) 793-2591 Fax: (352) 793-2711

City of Bushnell, Florida "Committed to the Quality of Life"

Current Occupant
[MAILING ADDRESS]

August 15, 2019

RE: [PHYSICAL ADDRESS]

Dear Current Occupant:

The City of Bushnell looks forward to becoming your electricity provider in October 2019 when responsibility for your electric service is transferred from Sumter Electric Cooperative (SECO) to the City of Bushnell. The City's Electric Department is proud and eager to provide you with low-cost, reliable electricity and the personal service of a hometown electric utility.

We aim to make this transition as seamless as possible. Because you do not have an existing account with the City for another utility service, such as water, wastewater or garbage, you will need to open a new utility account with the City of Bushnell. Enclosed is a new customer application that we ask you to complete and return to the City as soon as possible, along with a copy of your driver's license. The City cannot begin your new electric service without this new customer application being completed and returned. No deposit is required on your new City of Bushnell electric utility account at this time.

With this change, we expect that you might be wondering about electric rates. We are proud to say that the City's current residential bill is among the lowest in Florida. Our goal for our final rate structure is to ensure all City of Bushnell electric customers, regardless of customer type, will save money when being served by the City of Bushnell.

If you have any immediate questions, please contact the City's Customer Service Department at 352-793-2591.

The City of Bushnell is committed to providing low-cost, reliable electric service for you while enhancing the quality of life in our community. We look forward to serving you.

Sincerely,

Jody E. Young, CGFO City Manager/Finance Director

Enclosures



Phone: (352) 793-2591 Fax: (352) 793-2711

City of Bushnell, Florida "Committed to the Quality of Life"

Current Occupant
[MAILING ADDRESS]

August 15, 2019

RE: [PHYSICAL ADDRESS]

Dear Current Occupant:

The City of Bushnell looks forward to becoming your electricity provider in October 2019 when responsibility for your electric service is transferred from Sumter Electric Cooperative (SECO) to the City of Bushnell. The City's Electric Department is proud and eager to provide you with low-cost, reliable electricity and the personal service of a hometown electric utility.

We aim to make this transition as seamless as possible. Because you *do not* have an existing account with the City for another utility service, such as water, wastewater or garbage, you will need to open a new utility account with the City of Bushnell. Enclosed is a new customer application that we ask you to complete and return to the City as soon as possible, along with a copy of your driver's license. The City *cannot* begin your new electric service without this new customer application being completed and returned. Additionally, *a deposit is required* on your new City of Bushnell electric utility account. Please contact the City of Bushnell Customer Service Department at (352) 793-2591 to discuss your new electric deposit requirement, as well as payment options.

With this change, we expect that you might be wondering about electric rates. We are proud to say that the City's current residential bill is among the lowest in Florida. Our goal for our final rate structure is to ensure all City of Bushnell electric customers, regardless of customer type, will save money when being served by the City of Bushnell.

If you have any immediate questions, please contact the City's Customer Service Department at 352-793-2591.

The City of Bushnell is committed to providing low-cost, reliable electric service for you while enhancing the quality of life in our community. We look forward to serving you.

Sincerely,

Jody E. Young, CGFO City Manager/Finance Director Enclosures



Phone: (352) 793-2591 Fax: (352) 793-2711

September 26, 2019

Dear [Insert Customers Name],

Welcome to the City of Bushnell, we look forward to becoming your new electric provider in October 2019. With the electric conversion from Sumter Electric Cooperative (SECO) to the City of Bushnell, there will be an electric deposit required for your location to secure your account with us. The total electric deposit required for your location [Business Name], located at [Address], will be \$[DEPOSIT AMT]. Payment is required by December 1st, 2019.

If you have any questions or concerns, please contact our office at 352-793-2591.

Thank you,

Kellie M. Mason Customer Service Specialist/Staff Assistant

BRINGING YOU AFFORDABLE, RELIABLE POWER

STARTING OCTOBER 2019

The City of Bushnell looks forward to becoming your new electricity provider when your electric service is transferred from Sumter Electric Cooperative (SECO). The City is excited to exceed your expectations for low-cost, reliable electricity and bring you personal service of a hometown utility.

5 THINGS TO KNOW ABOUT YOUR NEW HOMETOWN UTILITY

PERSONALIZED CUSTOMER SERVICE

We value providing quality service to our customers. City staff is available to answer your questions and offer convenient ways to pay your bill in person, online, by phone or mail.





AFFORDABLE AND CLEAN POWER

Quality of Life is our number one priority, and we understand affordable power is essential to that. We offer competitive rates while caring for our environment.

RELIABLE POWER

We are here to keep your lights on. Our lineworkers and staff live and work in the community, so they understand the system and can restore power faster.





ECONOMIC VALUE

Annually, the City provides about \$1 million in economic value toward the local economy through infrastructure improvements, local employment opportunities, and community sponsorships.

LOCAL CONTROL

The City's electric utility is controlled by the City Council. This means utility decisions are made in town at public meetings where customers have access and influence the decisions.





ATTACHMENT #3

ARTICLE V. UTILITIES: RATES AND CHARGES

DIVISION 2. ELECTRIC

Sec. 27-600. Electric rates effective November 2019.

TITLE	SECTION	RATE
RESIDENTIAL ELECTRIC SERVICE (RS)		
Customer Charge		
Single-Phase Service	Sec. 27-28 (c)	\$10.00
Three-Phase Service	Sec. 27-28 (c)	\$13.10
Energy Charge	Sec. 27-28 (d)	\$0.09065
Minimum Charge:		
Single-phase service	Sec. 27-28 (e)	\$10.00
Three-phase service	Sec. 27-28 (e)	\$13.10
GENERAL SERVICE, NONDEMAND ELECTRIC	SERVICE (GS)	
Customer Charge		
Single-Phase Service	Sec. 27-28 (c)	\$10.00
Three-Phase Service	Sec. 27-28 (c)	\$13.10
Energy Charge		
Single-phase service	Sec. 27-29 (c)(2)	\$0.10386
Three-phase service	Sec. 27-29 (c)(2)	\$0.08950
Minimum Charge:		
Single-phase service	Sec. 27-29 (d)	\$10.00
Three-phase service	Sec. 27-29 (d)	\$13.10
GENERAL SERVICE, DEMAND ELECTRIC SER	RVICE (GSD)	
Customer Charge	Sec. 27-30 (c)(1)	\$22.70
Demand Charge	Sec. 27-30 (c)(2)	\$5.70
Energy Charge	Sec. 27-30 (c)(3)	\$0.05800
Minimum Charge	Sec. 27-30 (d)	\$22.70
PRIVATE AREA LIGHTING SERVICE (OL)		
100 Watt HPS	Sec. 27-31 (c)	\$7.80
250 Watt HPS	Sec. 27-31 (c)	\$15.85
400 Watt HPS	Sec. 27-31 (c)	\$22.45
1000 Watt HPS	Sec. 27-31 (c)	\$49.15

⁽Updated 2019-13_July 2019) (Updated 2019-37 November 2019)

COMPARISON OF RESIDENTIAL ELECTRIC RATES COMPILED BY FLORIDA MUNICIPAL ELECTRIC ASSOCIATION, INC. - TALLAHASSEE, FLORIDA

March 2020				1,000 KWH		***		1,200 KWH		***	,	2,500 KWH		***	
СІТУ		Customer Charge	Base Rate (Includes Customer Charge)	Fuel or Cost Adjustment	Total	Total with franchise or transfer fee and storm hardening fee	Base Rate (Includes Customer Charge)	Fuel or Cost Adjustment	Total	Total with franchise or transfer fee and storm hardening fee	Base Rate (Includes Customer Charge)	Fuel or Cost Adjustment	Total	Total with franchise or transfer fee and storm hardening fee	Additiona Tax
ALACHUA	\top	9.14	102.54	10.75	113.29		123.12	12.90	136.02		257.80	26.88	284.68		109
BARTOW		8.70	59.40	40.00	99.40		69.54	48.00	117.54		135.45	100.00	235.45		109
BLOUNTSTOWN		3.50	118.85	0.00	118.85		142.62	0.00	142.62		297.13	0.00	297.13		5%
BUSHNELL		10.00	100.65	19.00	119.65		118.78	22.80	141.58	1 1 1	236.63	47.50	284.13	TABLE 1	109
CHATTAHOOCHEE		6.50	95.10	11.76	106.86		112.82	14.11	126.93	S LOUIS TO	228.00	29.40	257.40	In Section	NONI
CLEWISTON		6.50	93.20	10.42	103.62		110.54	12.50	123.04	ME GALL	223.50	26.05	249.55		10%
FORT MEADE		12.96	94.56	16.00	110.56		112.88	19.20	132.08		231.96	40.00	271.96		10%
FORT PIERCE		6.01	116.84	-11.00	105.84		140.56	-13.20	127.36		294.80	-27.50	267.30	11111	10%
GAINESVILLE	G	15.00	93.13	170000000000000000000000000000000000000	128.13		112.88	42.00	154.88	March -	241.19	87.50	328.69		10%
GREEN COVE SPRINGS	1	12.00	95.00		105.00		112.40	12.00	124.40	N. S. S.	225.50	25.00	250.50		NONI
HAVANA		6.00	89.50	120000000000000000000000000000000000000	106.45		106.20	20.34	126.54		214.75	42.38	257.13		NONI
HOMESTEAD	G	5.60	77.60		114.23		92.00	43.96	135.96		185.60	91.58	277.18		10%
JACKSONVILLE	G	5.50	76.00	Contract Con	108.50		90.10	39.00	129.10		181.75	81.25	263.00		10%
JACKSONVILLE BEACH	1	4.50	88.07		109.91		104.78	26.21	130.99		213.43	54.60	268.03		NONI
KEY WEST	G	18.00	143.90		126.94		169.08	-20.35	148.73	11-4-5	332.75	-42.40	290.35		NONI
KISSIMMEE	G	10.17	133.27		94.89	105.95	173.07	-46.06	127.01	140.28	349.55	-95.95	253.60	281.25	8%
LAKE WORTH	G	10.53	72.21	35.78	107.99	100.50	90.01	42.93	132.94	110.20	205.71	89.45	295.16	201.20	10%
LAKELAND	G	11.00	64.77		97.52		76.96	39.30	116.26		162.32	81.88	244.20	1 1 1	10%
LEESBURG	15	12.20	102.94		112.94		125.45	12.00	137.45		271.76	25.00	296.76		10%
MOORE HAVEN	+	8.50	83.30		110.40		98.26	32.52	130.78		195.50	67.75	263.25		10%
MOUNT DORA		10.17	55.98		114.63		65.14	70.38	135.52		124.70	146.63	271.32		10%
NEW SMYRNA BEACH	G	5.65	82.10		104.78		97.39	27.22	124.61		196.77	56.70	253.47		9.25%
NEWBERRY	10	8.50	109.50	20000000	99.50		129.70	-12.00	117.70		261.00	-25.00	236.00		10%
OCALA	+	15.00	109.50	14.00	116.51		129.70	16.80	136.81		233.78	35.00	268.78		10%
ORLANDO	G	12.50	77.48	32.02	109.50		94.48	38.42	132.90		204.95	80.05	285.00		10%
OUINCY	10	6.00	98.41	20.10	118.51		116.89	12.48	129.37		237.03	26.00	263.00		10%
ST, CLOUD	G							39.96	138.22		213.15	83.25	296.40		8%
	10	13.00	80.58	33.30	113.88		98.26					0.00			
STARKE	G	N/A	75.95		75.95		96.00	0.00 35.27	96.00		230.02 191.12	73.48	230.02		10%
TALLAHASSEE	9	7.92	81.20	29.39	110.59		95.86		131.13		1577 1575		264.60		10%
WAUCHULA	\vdash	12.75	95.65		105.65	11 1	114.23	12.00	126.23		235.00	25.00	260.00		10%
WILLISTON	-	8.00	89.84	6.20	96.04	111.00	106.21	7.44	113.65	110.06	212.60	15.50	228.10	210.00	5%
WINTER PARK	H	16.98	83.22	24.99	108.21	114.70	100.90	31.99	132.89	140.86	215.82	77.48	293.3	310.90	APPI
FL POWER & LIGHT *	G	8.28	74.67	18.97	93.64	99.26	90.06	24.76	114.82	121.71	190.09	62.43	252.52	267.67	APPI
GULF POWER *	G	19.20	104.30		136.92	145.14	121.32	39.14	160.46	170.09	231.95	81.55	313.5	332.31	TAXES
DUKE ENERGY*	G	10.52	95.42		126.09	133.66	115.74	38.80	154.55	163.82	247.84	91.68	339.51	359.88	ADE
TAMPA ELECTRIC**	G	15.05	67.76		99.64	105.62	80.30	34.42	120.55	127.78	161.83	82.55	256.53	271.92	FEES
FLORIDA PUBLIC UTILITIES-NE*	G	23.35	57.58	74.59	133.49	141.50	68.59	92.01	162.18	171.91	140.19	205.23	348.72	369.64	TAXES
FLORIDA PUBLIC UTILITIES-NW*	G	23.35	57.58	74.59	133.49	141.50	68.59	92.01	162.18	171.91	140.19	205.23	348.72	369.64	TAXES

^{*}Rates for municipal utilities INCLUDE payment-in-lieu of tax to the city's general fund. Rates for investor-owned utilities DO NOT INCLUDE franchise fee payments, which average 6% across Florida. G = Generating utility. **Total includes conservation, capacity, environmental, refund credit (if applicable). ***Total include 6% franchise fee for IOUs and storm hardening fee. For municipal utilities, total include actual transfer payment

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Sumter Electric Cooperative, Inc P.O Box 301

Sumterville, FI 33585

ELECTRIC RATES AS OF JANUARY 1, 2020 PCA AS OF JANUARY 1, 2020

	Residential	Daily	RATE	RES	Prepay	Daily	RATE	PMRS
	Customer Charge	1	\$30.00	/ 30 Days	Customer Charge	1.14	\$34.20	/ 30 Days
	Energy Charge 1ST 1000 kW	/h	0.11060	/ KWH	Energy Charge 1ST	1000 kWh	0.11060	/ KWH
	Energy Charge OVER 1000 k	Wh	0.13060	/ KWH	Energy Charge OVI	ER 1000 kWh	0.13060	/ KWH
	PCA Charge		-0.02370	/ KWH	PCA Charge		-0.02370	/ KWH
	Net Energy Charge	1st 1000	0.08690	/ KWH	Net Energ	gy Charge 1st 1000	0.08690	/ KWH
	Net Energy Charge C	ver 1000	0.10690	/ KWH	Net Energy	Charge Over 1000	0.10690	/ KWH
			12710740					
	General Service (Single Ph)			E GS		ce (Three Ph)		E GS3
Daily	Customer Charge	1.07	\$ 32.10		Customer Charg	10 20 30 30 30 50 50 50 50 50 50 50 50 50 50 50 50 50	7 March 2012 (1978)	/ 30 Days
	Energy Charge		0.11520		Energy Charg		0.11520	
2	PCA Charge		-0.02370		PCA Charg		-0.02370	
	Net Energy Charge	0.091	150	/ KWH	Net Energy Charge	0.09150		/ KWH
	General Service/Demand		RATE	GSD				
Daily	Customer Charge	2.67	\$80.10	/ 30 Days				
	Demand Charge		\$5.95	/KW				
	Energy Charge		0.09050	/ KWH				
	PCA Charge		-0.02370	/ KWH				
	Net Energy Charge	0.066	80	/ KWH				
			Minimur	n Monthly C	Charge - \$0.00			

	General Service/Demand Interri	uptible <= 10	000 GSI	Ol	General Service/Demand I	nterruptible > 100	0 GSI	DIO
Daily	Customer Charge	11.67	\$350.10	/ 30 Days	Customer Charge	11.67	\$350.10	/ 30 Days
	Demand Charge On Peak	k Hours	\$13.50	/ KW	Demand Charge On I	Peak Hours	\$13.50	/ KW
	(no Demand for off-peak ho	ours)			(no Demand for off-pe	ak hours)		
	Energy Charge		0.09400	/ KWH	Energy Charge		0.09400	/ KWH
	PCA Charge		-0.02370	/ KWH	PCA Charge		-0.02370	/ KWH
	Net Energy Charge	0.070	30	/ KWH	Net Energy Charge	0.07030		/ KWH