Holland & Knight

DOCKET NO. 20240033-EU FILED 2/15/2024 DOCUMENT NO. 00725-2024 FPSC - COMMISSION CLERK

315 South Calhoun Street, Suite 600 | Tallahassee, FL 32301 | T 850.224.7000 | F 850.224.8832 Holland & Knight LLP | www.hklaw.com

D. Bruce May, Jr. +1 850-425-5607 bruce.may@hklaw.com

February 15, 2024

Via Electronic Filing

Adam J. Teitzman, Esq. Commission Clerk Florida Public Service Commission Office of Commission Clerk 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850

Re: Joint Petition For Approval of Territorial Agreement between Sumter Electric Cooperative, Inc. and the City of Ocala, Florida d/b/a Ocala Electric Utility

Dear Mr. Teitzman:

Enclosed is the Joint Petition for Approval of Territorial Agreement which is being filed on behalf of Sumter Electric Cooperative, Inc. and the City of Ocala, Florida d/b/a Ocala Electric Utility. This filing consists of this transmittal letter and the Joint Petition, which includes Attachment 1 (the Territorial Agreement and exhibits thereto), and Attachment 2 (sample customer notification letters).

Should you have any questions or need additional information please feel free to contact me. Thank you for your consideration in this matter.

Sincerely,

HOLLAND & KNIGHT LLP

D. Bruce May, Jr.

DBM:kjg Enclosures

cc: William E. Sexton, Esq.

Tracy de Lemos, Esq.

Randy Hahn Barry Owens

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint Petition for Approval of Territorial Agreement between Sumter Electric Cooperative, Inc. and the City of Ocala, Florida d/b/a Ocala Electric Utility

Docket No.:

February 15, 2024

JOINT PETITION FOR APPROVAL OF TERRITORIAL AGREEMENT

The City of Ocala, Florida d/b/a Ocala Electric Utility ("OEU") and the Sumter Electric Cooperative, Inc. ("SECO"), by and through their undersigned attorneys, jointly petition the Florida Public Service Commission ("Commission") for approval of a territorial agreement between OEU and SECO dated December 18, 2023, and in support thereof state as follows:

- 1. OEU and SECO (collectively "Joint Petitioners") are electric utilities serving customers in Marion County, Florida. OEU's principal place of business is in Ocala, Florida. SECO's principal place of business is in Sumterville, Florida.
- 2. Copies of all correspondence, notices, pleadings, and orders in this matter should be served upon the following:

FOR SUMTER ELECTRIC COOPERATIVE, INC.:

Mr. John LaSelva, Chief Operating Officer Sumter Electric Cooperative, Inc. 330 South U.S. Highway 301 Sumterville, Florida 33585-0301 EMAIL: John.laselva@secoenergy.com

D. Bruce May, Esquire Holland & Knight LLP 315 S. Calhoun St., Suite 600 Tallahassee, Florida 32301 EMAIL: bruce.may@hklaw.com FOR CITY OF OCALA, FLORIDA d/b/a OCALA ELECTRIC UTILITY:

Mr. Doug Peebles Director of Electric Utility City of Ocala 1805 NE 30th Avenue. Bldg. 400 Ocala, Florida 34470-4875 EMAIL: DPeebles@ocala.gov

William E. Sexton, Esquire City Attorney City of Ocala 110 SE Watula Ave Ocala, FL 34471-2180 EMAIL: wsexton@ocalafl.gov

- 3. Since 1987, OEU and SECO have entered into a series of territorial agreements, the most recent of which was executed by the parties in 2003 (the "2003 Agreement"). The Commission approved that agreement by Order No. PSC-03-0477-PAA-EU dated April 10, 2003, and Order No. PSC-2003-0567-CO-EU dated May 2, 2003. The 2003 Agreement expired in May of 2018.
- 4. To best avoid uneconomic duplication of facilities and to best protect the public health and safety from potentially hazardous conditions, the Joint Petitioners have entered into a new territorial agreement submitted herewith for approval by the Commission. The proposed Agreement is appended as Attachment 1 along with accompanying maps and written descriptions delineating the territorial boundaries to which the Joint Petitioners have agreed. As required by Rule 25-6.0440(1)(a), F.A.C., the territorial boundaries are depicted in the maps attached in Composite Exhibit A to the Agreement, and a written description of the territorial boundaries is set forth in Composite Exhibit B to the Agreement.

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- 5. This proposed Agreement has been negotiated for an initial term of 20 years and shall remain in effect thereinafter unless either Party provides written notice of termination at least 12 months prior to expiration of the initial term.
- 6. In this Agreement, 52 customers are to be transferred from SECO to OCALA (see Agreement, Exhibit C), and 17 customers are to be transferred from OCALA to SECO (see Agreement, Exhibit D). The Joint Petitioners expect that all customer transfers will be completed within 36 months of the Effective Date of the Agreement and will notify the Commission in writing if circumstances require additional time.
- 7. Prior to the filing of this Joint Petition, in accordance with Rule 25-6.0440(1)(d), F.A.C., the affected customers subject to transfer were sent written notification of this proposed Agreement. Sample copies of the letters providing such notification are appended hereto as Attachment 2.
- 8. The Commission has long recognized that properly structured territorial agreements between adjacent electric utilities like SECO and OCALA are in the public interest. The Agreement will avoid uneconomic duplication of facilities and wasteful expenditures, as well as protect the public health and safety from potentially hazardous conditions. Therefore, the Joint Petitioners respectfully represent that the Commission's approval of the Agreement is in the public interest.
- 9. The Agreement will be effective the date on which the Commission's final order approving the Agreement in its entirety becomes no longer subject to judicial review.

WHEREFORE, OCALA and SECO respectfully request that the Commission grant this Joint Petition and enter an order approving the Agreement in its entirety.

Respectfully submitted,

/s/William E. Sexton

William E. Sexton, Esquire City of Ocala City Attorney 110 SE Watula Ave Ocala, FL 34471-2180 Telephone: 352-401-3972

Email: wsexton@ocalafl.gov

Counsel for City of Ocala

/s/D. Bruce May, Jr.

D. Bruce May, Jr., Esquire Holland & Knight LLP 315 S. Calhoun Street, Suite 600 Tallahassee, FL 323201 Telephone: 850-224-7000

Email: <u>bruce.may@hklaw.com</u>

Counsel for Sumter Electric Cooperative, Inc

ATTACHMENT 1

2023 Territorial Agreement

Sumter Electric Cooperative, Inc. and The City of Ocala

Territorial Agreement

Section 0.1: Sumter Electric Cooperative, Inc. ("SECO"), and the City of Ocala ("OCALA"), (collectively, the "Parties" and individually, a "Party") enter into this Territorial Agreement (the "Agreement") on this 18th day of December, 2023.

WITNESSETH:

Section 0.2: WHEREAS, SECO, by virtue of Chapter 425, Florida Statues, and the Charter issued to it thereunder, is authorized and empowered to furnish electricity and power to its members, private individuals and others, and pursuant to that authority presently furnishes electricity and power to member customers in the areas of Marion County, Florida and elsewhere; and

Section 0.3: WHEREAS, OCALA by virtue of the laws of Florida, is authorized and empowered to furnish electricity and power to persons, firms, and corporations in Marion County, Florida, and pursuant to that authority presently furnishes electricity and power to customers in areas of Marion County, Florida

Section 0.4: WHEREAS, SECO and OCALA were parties to a territorial agreement dated September 24, 2002 delineating their respective service territories in Marion County, which was approved by the Florida Public Service Commission (the "Commission") in Order No. PSC-2003-0477-PAA-EU, issued April 10, 2003, in Docket No. 20030117-EU, and made effective May 2, 2003, by Consummating Order PSC-03-0567-CO-EU ("Prior Agreement"); and

Section 0.5: WHEREAS, the Prior Agreement expired by its own terms in May of 2018, and the Parties now desire to enter into a new territorial agreement in order to gain further operational efficiencies and customer improvements in their respective retail service territories in the aforesaid county, while continuing to eliminate circumstances giving rise to the uneconomic duplication of service facilities and hazardous situations; and

SECO-OCALA Territorial Agreement Page 2 of 15

Section 0.5: WHEREAS, the respective areas of service of the Parties are contiguous in many places, and the Parties seek to minimize costs to their respective rate payers by avoiding duplication of generation, transmission, and distribution facilities; and

Section 0.6: WHEREAS, the Commission has previously recognized that any such duplication of facilities results in needless and wasteful expenditures and may create hazardous conditions, both being detrimental to the public interest: and

Section 0.7: WHEREAS, the Parties desire to continue to avoid and eliminate the circumstances giving rise to potential duplication of facilities and hazardous conditions, and in furtherance of such desire, have established Territorial Boundary Lines to delineate their respective retail Territorial Areas, subject to the approval of the Commission; and

Section 0.8: WHEREAS, the Commission is empowered by Section 366.04(2)(d), Florida Statutes, to approve territorial agreements and resolve territorial disputes between electric cooperatives and other electric utilities under its jurisdiction, and has recognized the value of such territorial agreements, and held such agreements, when properly prepared are beneficial and in the public interest.

<u>Section 0.9:</u> NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, which shall be constructed as being interdependent, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

<u>Section 1.1:</u> <u>Recitals Incorporated</u>. The foregoing recitals are true and correct, and are incorporated herein by reference.

Section 1.2: <u>Territorial Boundary Line(s)</u>. As used herein, the term "Territorial Boundary Line(s)" shall mean the boundary line(s) and the service areas depicted on the maps attached hereto as Composite Exhibit A which delineate and differentiate the Parties' respective Territorial Areas in Marion County. The portions of the county which are not subject to this Agreement are marked

SECO-OCALA Territorial Agreement Page 3 of 15

on the maps and/or written description as "Not Part Of This Agreement." Additionally, as required by Rule 25-6.0440(1)(a), F.A.C., a written description of the territorial areas served is attached as Composite Exhibit B. If there are any discrepancies between Composite Exhibit A and Composite Exhibit B, then the territorial boundary maps in Composite Exhibit A shall prevail.

Section 1.2: SECO Territorial Areas. As used herein, the term "SECO Territorial Areas" shall mean the geographic areas in Marion County allocated to SECO by this agreement as its retail service territory and labeled as "SECO Territorial Area" or "SECO" on the maps contained in Composite Exhibit A.

Section 1.3: OCALA Territorial Areas. As used herein, the term "OCALA Territorial Areas" shall mean the geographic areas in Marion County allocated to OCALA by this Agreement as its retail service territory and labeled as "OCALA Territorial Area" or "OCALA" on the maps contained in Composite Exhibit A.

Section 1.4: 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 will be entitled to provide retail electric service under this Agreement, irrespective of where the customer's point of delivery or metering is located.

<u>Section 1.5:</u> <u>New Customers.</u> As used herein, the term "New Customers" shall mean all end use customers applying for retail electric service after the Effective Date of this Agreement at a Point of Use in the Territorial Area of either Party.

<u>Section 1.6: Commission.</u> As used herein, the term "Commission" shall mean the Florida Public Service Commission.

Section 1.7: Effective Date. As used herein, the term "Effective Date" shall mean the date on which the Commission's final order granting approval of this Agreement in its entirety becomes no longer a subject to judicial review.

SECO-OCALA Territorial Agreement Page 4 of 15

<u>Section 1.8: Temporary Service Customers.</u> As used herein, the term "Temporary Service Customers" shall mean customers who are being temporarily served under Section 2.3, the Temporary Service provision of the Agreement.

ARTICLE II RETAIL ELECTIC SERVICE

Section 2.1: Service Areas. Except as otherwise specifically provided herein, SECO will have the exclusive authority to furnish retail electric service within SECO's Territorial Areas and OCALA will have the exclusive authority to furnish retail electric service in the OCALA's Territorial Areas. The Territorial Boundary Line shall not be affected by any change, through annexation or otherwise, that may occur in the corporate limits of any municipality lying within SECO's Territorial Areas or OCALA's Territorial Areas, unless agreed to in writing by the Parties and approved by the Commission.

Section 2.2: Service to New Customers. Each Party agrees that it will not knowingly serve or attempt to serve any New Customer whose Point of Use is located within the Territorial Area of the other Party, except as specifically provided in this Section and Section 2.3 of this Agreement. If the Territorial Boundary Line traverses the property of a New Customer resulting in the New Customer's property being served by two different utilities, then the Parties shall meet to discuss whether the New Customer could be efficiently served by one utility. The Parties agree that the Party in whose service area the preponderance of the New Customer's energy usage is expected to occur should serve the New Customer provided that the relinquishment of load is equitable to the relinquishing Party. If the Parties agree, based on good engineering practices and equitable economic considerations, that the New Customer could be efficiently served by one Party, then the Parties shall jointly petition the Commission for approval of a modification of the Territorial Boundary Line that places the new residential development area in question within the Territorial Area of the designated Party.

<u>Section 2.3: Temporary Service</u>. The Parties recognize that in exceptional circumstances, economic constraints, good engineering practice, or other circumstances may indicate that a customer's Point of Use either cannot or should not be immediately served by the Party in whose

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Territorial Area such Point of Use is located. Such service shall be referred to as "Temporary Service" which may occur in the following circumstances:

Section 2.3.1: Future New Customers. Upon written request by the Party ("Requesting Party") in whose Territorial Area the New Customer's Point of Use is located, the other Party ("Responding Party") may, in its sole discretion, agree in writing to temporarily provide service to such New Customer until such time as the Requesting Party provides written notice of its intent to service the Point of Use. The Responding Party shall inform the customer of the temporary nature of such service.

Section 2.3.2: Inadvertent Service. After the Effective Date of this Agreement, if any situation is discovered during the term of this Agreement in which one Party is inadvertently providing retail electric service to a customer's Point of Use located within the service area of the other Party, service to such customer will be transferred to such other Party as soon as practical. Until the transfer of service can be completed, the Party providing inadvertent service to the customer's Point of Use will be deemed to be Temporary Service. When an inadvertent service is discovered, the Party discovering the inadvertent service shall notify the other Party in writing pursuant to Section 8.3; the Party providing the inadvertent service shall then provide documentation showing when the service began.

Section 2.3.3: Present Temporary Service Customers. All Temporary Service customers identified by the Parties as the Effective Date of this Agreement currently served by SECO and subject to transfer to OCALA are listed by service address and account number in Exhibit C hereto. The Temporary Service customers currently served by OCALA and subject to transfer to SECO pursuant to this Agreement are listed by service address and account number in Exhibit D hereto.

Section 2.4: Discontinuation of Temporary Service. Any Temporary Service customers shall be discontinued upon written notice from the Party in whose territory the customer is located of its intent to provide service, in which case the Parties shall coordinate to minimize any inconvenience to the customer. In conjunction with such discontinuance, the Party providing Temporary Service hereunder may be compensated for its facilities by the other Party in accordance with Section 3.3.2.

SECO-OCALA Territorial Agreement Page 6 of 15

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.

Section 2.6: Reallocation of Areas. In the event that circumstances arise during the term of this Agreement in which the Parties agree that, based on sound economic considerations and good engineering practices, an area located in the Territorial Area of one Party would be better served if reallocated to the service territory of the other Party, the Parties shall jointly petition the Commission for approval of a modification of the Territorial Boundary Line that places the area in question (the "Reallocated Area") within the Territorial Area of the Party and transfer of the customers located in the Reallocated Area to the other Party.

ARTICLE III TRANSFER OF CUSTOMERS

Section 3.1: In General. In order to achieve the operational efficiencies and the other benefits contemplated by this Agreement in a timely manner, all Temporary Service 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, including cost effectiveness and system design engineering, and reasonable customer notice. The status of all Temporary Service Customers shall be reported annually to the Commission pursuant to Section 3.5 below.

Section 3.2: Transfer Notice. In accordance with Rule 25-6.0440(1)(d), F.A.C., the affected Temporary Service customers subject to transfer upon the Effective Date of this Agreement will be sent written notification of this Agreement and the transfer provision described above. After the Effective Date of this Agreement, any Temporary Service customers to be transferred shall be provided similar notice as the Commission's rules require.

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Section 3.3: Compensation for Transferred Customers and Facilities.

Section 3.3.1: Going Concern Value. The Parties agree that no lost revenue or going concern value shall be paid for the transfer of customers pursuant to this Agreement.

Section 3.3.2: Compensation for Transferred Facilities. Upon the transfer of Temporary Service customers pursuant to Section 3.1 above, the receiving Party may elect to purchase the facilities of the transferring Party related exclusively to serving the Temporary Service customers based upon the replacement cost (new), less depreciation calculated on a 30 year straight line basis over the life of the asset (facility) as determined from the transferring Party's books and records, and the cost of the transferring Party for reintegration of its remaining system to the extent such reintegration costs are reasonably required by sound utility practices. The replacement cost shall be determined by applying a cost escalator such as the Handy Whitman Index or a common engineering cost estimation methodology to the original cost, as long as both Parties apply the same escalation method.

Section 3.3.3: <u>Time of Payment.</u> All payments from the receiving Party to the transferring Party determined in accordance with this section shall be made in cash within 60 days of the presentation of an invoice from the transferring Party.

Section 3.3.4: Transfer Instruments. For each transfer made under this Agreement, the transferring Party will make, execute, and deliver to the receiving Party a conveyance, deed or other instrument of transfer, as is appropriate, in order to convey all rights, titles and interests of the transferring Party in any facilities, right-of-way, easements, road permits, or other rights to the receiving Party.

Section 3.3.4.1: RUS Approval. Property transfer from SECO to OCALA may be subject to approval and release from security documents by the United States of American Department of Agriculture and Rural Utilities Service ('RUS") or other lenders. All assets are subject to USDA-RUS approval if the aggregate value of assets sold, leased, or transferred in any 12-month period are more than 10 percent of the borrower's (SECO's) net utility plant prior to the transaction for distribution borrowers.

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Section 3.3.5: Transfer Segment Closings. The Parties acknowledge that it may be more efficient to accomplish a particular transfer in segments or phases. The Parties shall mutually agree on a closing date for each transfer segment, allowing sufficient time for the Parties to identify the customers and facilities to be transferred; to determine the compensation for transferred facilities; and to prepare the appropriate closing statement, assignments, and other instruments to transfer and convey the transferring Party's interest in the electric distribution facilities to the receiving Party pursuant to Section 3.3.4 above. At the closing, the receiving Party shall pay the transferring Party the compensation due.

Section 3.4: Service Obligations. Except as otherwise provided herein, each Party retains the right and obligation to continue to provide retail electric service at existing points of delivery, which are in the retail service areas of the other Party, at the time this Agreement becomes effective. Existing points of delivery shall mean service drops and underground service laterals which are physically connected to the customer's property, whether energized or not. Each party may maintain, repair and replace its facilities used to service such existing points of delivery.

Section 3.5: Commission Reporting. The Parties shall annually in March jointly report in writing to the Commission the status and, as appropriate, progress in transferring Temporary Customers to the appropriate Party and any other relevant information. The Parties acknowledge that sound engineering, customer growth and development within the respective OCALA or SECO Territorial Areas, and other economic considerations may delay the transfer of some Temporary Service Customers.

ARTICLE IV OPERATION AND MAINTENANCE

Section 4.1: Facilities to Remain. Other than expressly provided therein, no generating plant, transmission line, substation, distribution line or related equipment shall be subject to transfer or removal hereunder; provided, however, that each Party shall operate and maintain its lines and facilities in a manner that minimized any interference with the operation of the other Party.

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Section 4.2: SECO Facilities to be Served. Nothing herein shall be construed to prevent or in any way inhibit the right and authority of SECO to serve any SECO facility located in OCALA's Territorial Area which facility is used exclusively in connection with SECO's business as an electric utility; provided, however, that SECO shall construct, operate, and maintain said lines and facilities in such manner as to minimize any interference with the operation of OCALA in OCALA Territorial Area.

Section 4.3: OCALA Facilities to be Served. Nothing herein shall be construed to prevent or in any way inhibit the right and authority of OCALA to serve any OCALA facility located in SECO's Territorial Area which facility is used exclusively in connection with OCALA's business as an electric utility; provided, however, that OCALA shall construct, operate, and maintain said lines and facilities in such manner as to minimize any interference with the operation of SECO in the SECO Territorial Area.

Section 4.4: Retail Service at Facility Sites. Where either Party serves any of its facilities located in the Territorial Area of the other Party pursuant to Sections 4.2 or 4.3 above, such Party may provide limited retail service on the site of the facility to prevent potential safety hazards or unsound operating conditions that would result from the construction and maintenance of lines and related facilities by the other Party to provide retail service at the site. As used in this section, limited retail service shall mean no more than three separate retail accounts with a combined load of 25kW or less at any such site.

ARTICLE V PREREQUISITE APPROVAL

Section 5.1: Commission Approval. The provisions of this Agreement and the Parties' performance hereunder are subject to the regulatory authority of the Commission, and the appropriate approval by that agency of this Agreement in its entirety shall be an absolute condition precedent to the validity, enforceability and applicability hereof. This Agreement shall have no effect whatsoever until such Commission approval has been obtained. Any proposed modification to this Agreement shall be submitted to the Commission for approval. In addition, the Parties agree

SECO-OCALA Territorial Agreement Page 10 of 15

to jointly petition the Commission to resolve any dispute concerning the provisions of this Agreement or the Parties' performance hereunder.

Section 5.2: Liability in the Event of Disapproval. In the event Commission approval pursuant to Section 5.1 is not obtained, neither Party will have any claim against the other arising under this Agreement.

<u>Section 5.3:</u> <u>Supersedes Prior Agreements.</u> Upon approval by the Commission, this Agreement shall be deemed to specifically supersede all other prior agreements between the Parties defining the boundaries of their respective Territorial Areas in Marion County.

ARTICLE VI DURATION

Section 6.1: Term. This Agreement shall continue and remain in effect for a period of twenty (20) years from the Effective Date. After expiration of the twenty (20) year term provided herein, this Agreement shall remain in effect thereinafter unless either Party provided written notice of Termination at least 12 months prior to the termination of the Agreement as contemplated by Section 8.3.

ARTICLE VII CONSTRUCTION OF AGREEMENT

Section 7.1: Other Electric Utilities. Nothing in this Agreement is intended to define, establish or affect in any manner the rights of either Party hereto relative to any other electric utility not a party to this Agreement. The Parties understand that SECO or OCALA may, from time to time and subject to Commission approval, enter into territorial agreements with other electric utilities providing retail service in Marion County and that, in such event, nothing herein shall be construed to prevent SECO or OCALA from designating any portion of its Territorial Area under this Agreement as the retail service area of some other electric utility.

Section 7.2: <u>Intent and Interpretation</u>. It is hereby declared to be the purpose and intent of the Parties that this Agreement shall be interpreted and construed, among other things, to further the State's policy of: actively regulating and supervising the service territories of electric utilities;

SECO-OCALA Territorial Agreement Page 11 of 15

supervising the planning, development, and maintenance of a coordinated electric power grid throughout Florida; avoiding uneconomic duplication of generation, transmission and distribution facilities; and encouraging the installation and maintenance of facilities necessary to fulfill the Parties' respective obligations to serve.

ARTICLE VIII MISCELLANEOUS

<u>Section 8.1: Negotiations.</u> 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 alteration, modification, enlargement or supplement to this Agreement shall be binding upon either of the Parties unless made in writing, signed by both Parties, and approved by the Commission.

Section 8.2: 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 that the Parties, any right, remedy or claim under or by reason of this Agreement or any provision or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding only upon the Parties and their respective representatives, successors and assigns.

<u>Section 8.3:</u> <u>Notices.</u> Notices and other written communications contemplated by this Agreement shall be deemed to have been given if sent by certified mail, postage prepaid, by prepaid private courier, or by email, as follows:

SECO-OCALA Territorial Agreement Page 12 of 15

EMAIL: tracy.delemos@secoenergy.com

As to City of Ocala Electric Utility: As to Sumter Electric Cooperative, Inc.: NAME: John LeSelva NAME: Doug Peebles TITLE: Director, Electric Utility TITLE: Chief Operating Officer ADDRESS: 1805 NE 30th Ave., Bldg, 400 ADDRESS: 330 S US Highway 301 Ocala, FL 34470 Sumterville, FL 33585 EMAIL: John.laselva@secoenergy.com EMAIL: DPeebles@ocalafl.gov With a copy to: With a copy to: NAME: Tracy M. de Lemos, Esq. NAME: Randy Hahn TITLE: Vice President, Corporate General TITLE: Electric Engineering Manager Counsel ADDRESS: 1805 NE 30th Ave., Bldg, 400 ADDRESS: 330 S US Highway 301 Ocala, FL 34470 Sumterville, FL 33585

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

EMAIL: RHahn@ocalafl.gov

Section 8.4. Public Records. SECO is not a public agency nor is it acting on behalf of a public agency under this Agreement. SECO, however, acknowledges and agrees that OCALA is required to comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of any public records created under this Agreement.

Section 8.5. No Waiver of Sovereign Immunity. Nothing herein is intended to waive any applicable sovereign immunity by OCALA, or of any rights or limits of liability existing under Section 768.28, Florida Statutes. This Section shall survive the termination of all performance or obligations under this Agreement, and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

DocuSign Envelope ID: 71F9D116-0210-4746-8A1B-44E97F99E843

SECO-OCALA Territorial Agreement Page 13 of 15

Section 8.6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall be deemed to be one and same agreement. Transmission of images of signed signature pages by facsimile, e-mail or other means shall have the same effect as the delivery of manually signed documents in person

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in triplicate in their respective corporate names and their corporate seals affixed by their duly authorized officers on the day and year first above written.

SIGNATURES CONTINUE ON NEXT PAGE.

City Attorney

SECO-OCALA Territorial Agreement Page 14 of 15

CITY OF OCALA FLORIDA, a Florida municipal corporation

Barry 550E4A5 By:	5 . 1	_, as
ATTEST:		
Angel B. Jacobs ByopB3574ANGEL JACOBS, as City Clerk		
APPROVED AS TO FORM AND LEGALITY:		
William E. Septon Barroce AN 121 IAM E. SEXTON, as		

SECO-OCALA Territorial Agreement Page 15 of 15

Sumter Electric Cooperative, Inc.

Attest:

Morgan Hatfield

Morgan Hatfield (Jan 19, 2024 22:02 EST)

NAME

TITLE Secretary

SEAL

NAME Tracy M. de Lemos, Esq.

Duy de Jens

TITLE Vice President, Corporate General

Counsel

Composite Exhibit A

SECO and OEU Territorial Maps and Detailed changes to Territorial Boundary Lines, and a General Highway Map Showing Utility Service Territories for SECO and OEU

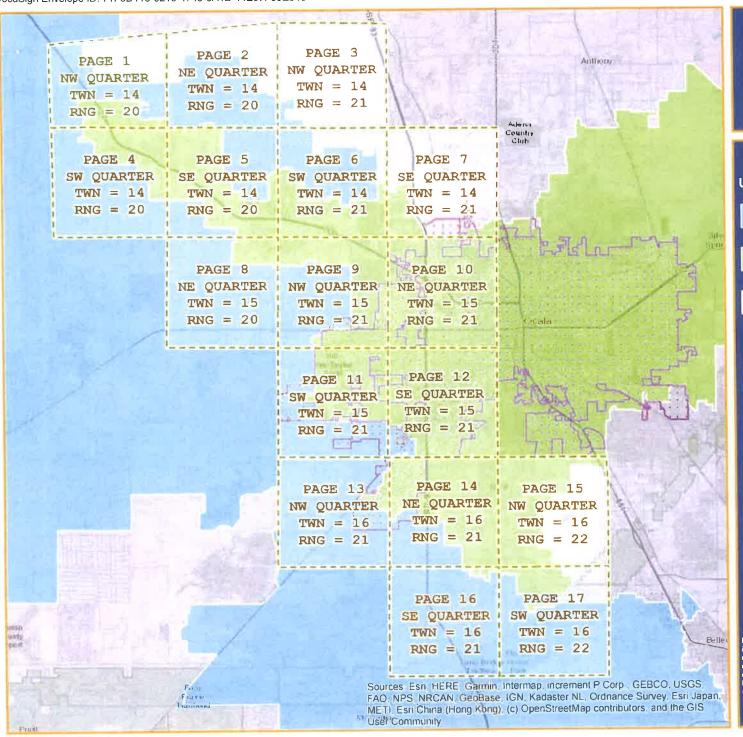
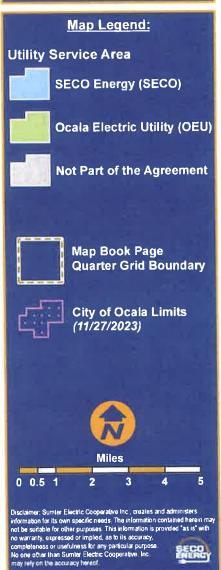


EXHIBIT "A": SECO & OEU TERRITORIAL BOUNDARY MAP



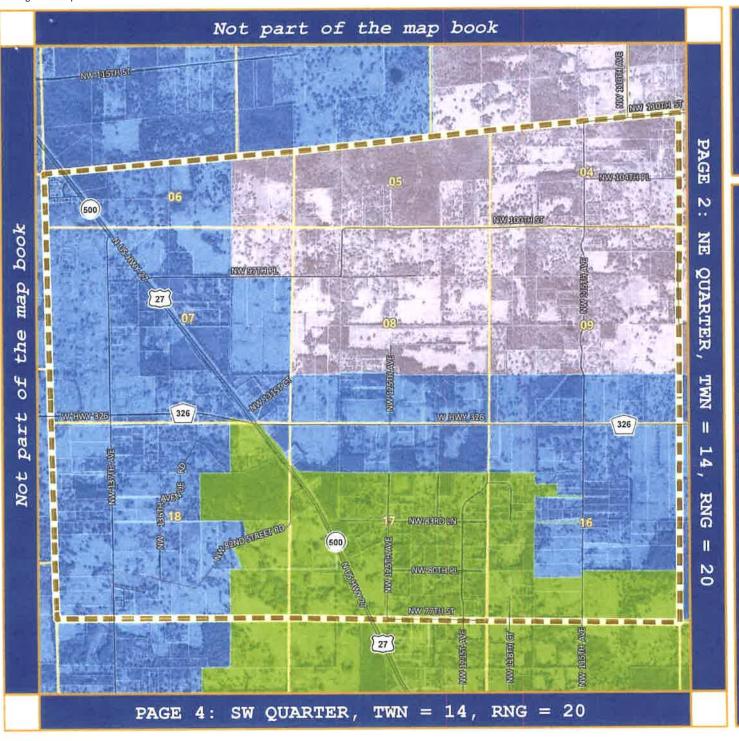
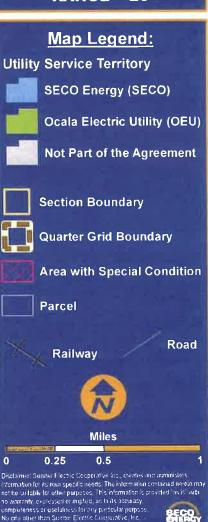


EXHIBIT "A" PAGE 1:

MARION COUNTY, FL NW QUARTER TOWNSHIP = 14 RANGE = 20



may rely on the accuracy hereal.

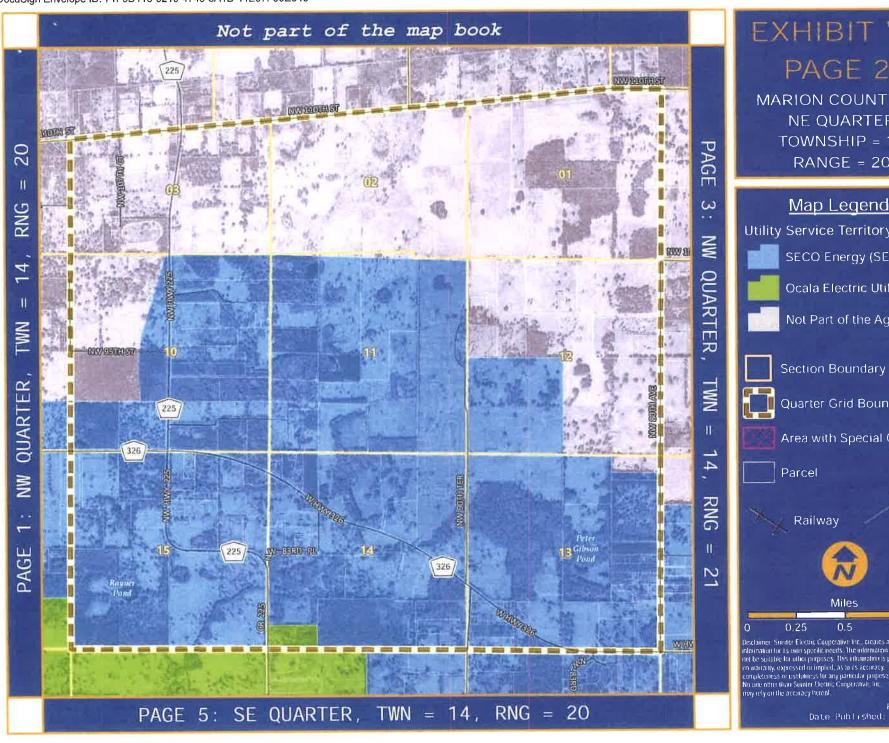
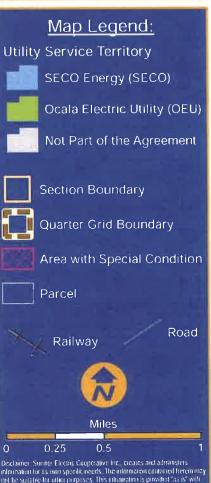


EXHIBIT "A" PAGE 2:

MARION COUNTY, FL **NE QUARTER** TOWNSHIP = 14 RANGE = 20



Date Published 11/28/2023

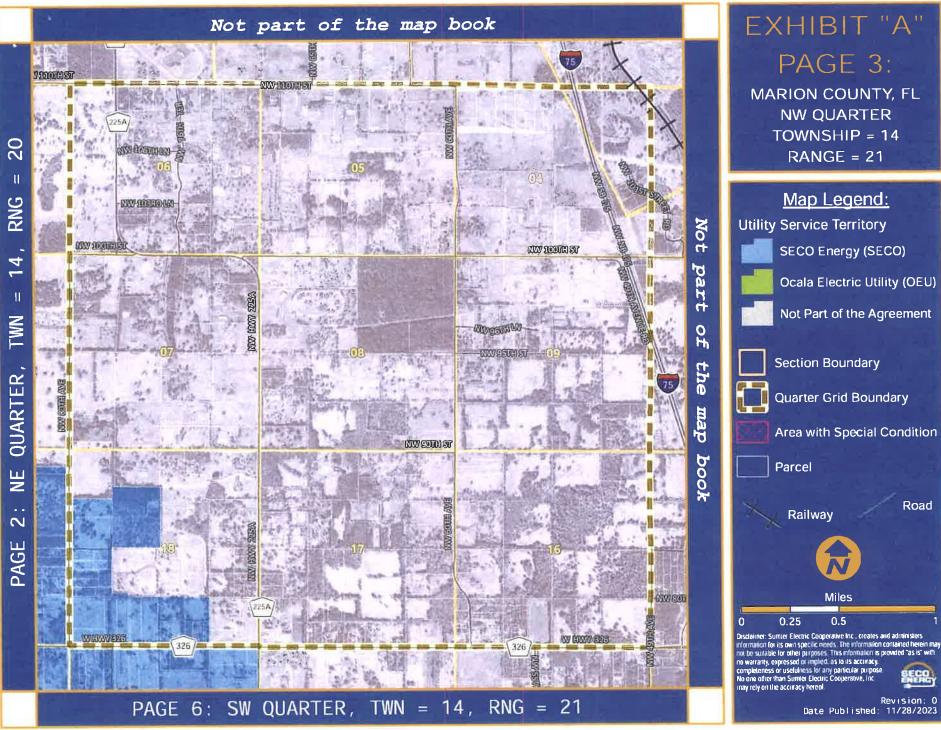


EXHIBIT "A" PAGE 3:

MARION COUNTY, FL **NW QUARTER** TOWNSHIP = 14 RANGE = 21

Map Legend: **Utility Service Territory** SECO Energy (SECO) Ocala Electric Utility (OEU) Not Part of the Agreement Section Boundary Quarter Grid Boundary Area with Special Condition Parcel Road Railway Miles

0.5

Revision: 0

Date Published: 11/28/2023

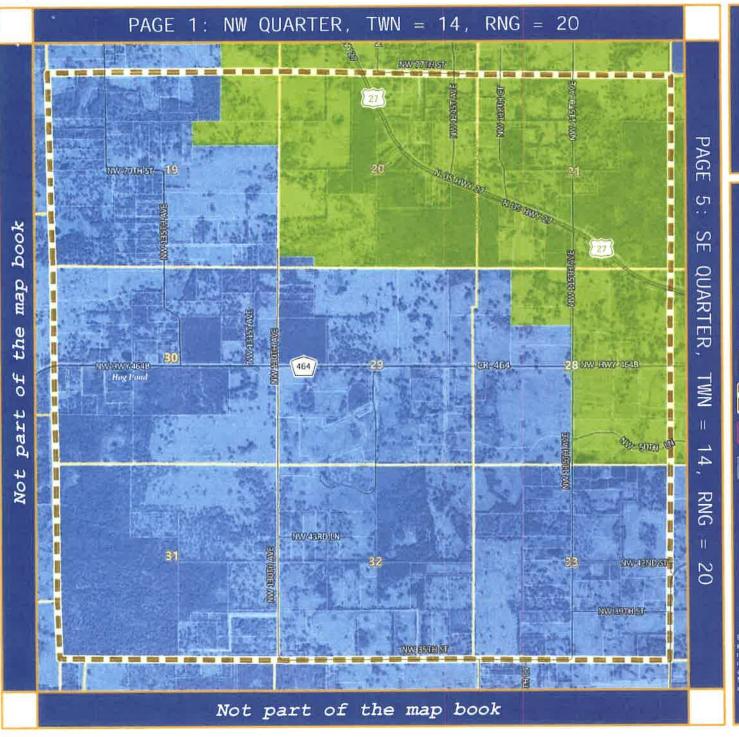


EXHIBIT "A" PAGE 4:

MARION COUNTY, FL SW QUARTER TOWNSHIP = 14 RANGE = 20



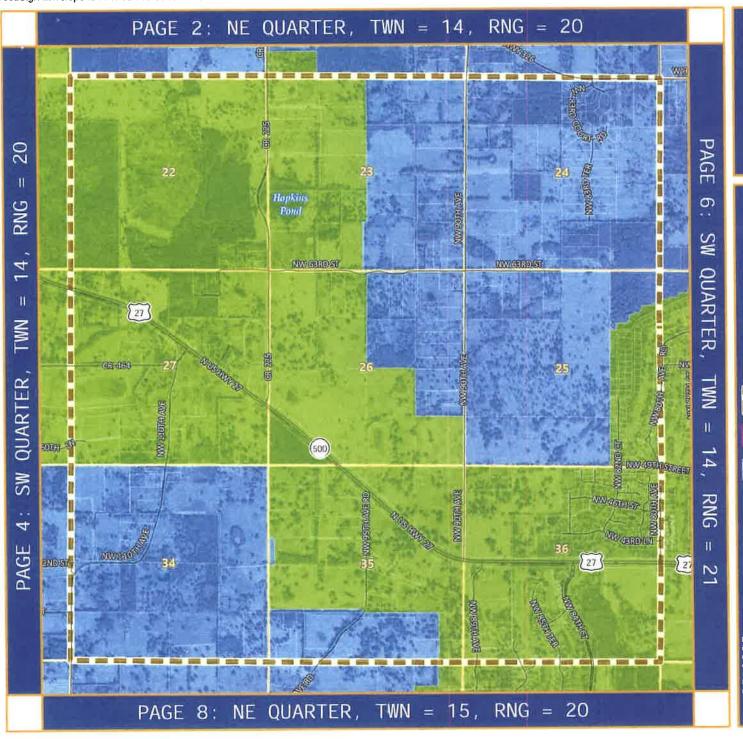


EXHIBIT "A" PAGE 5:

MARION COUNTY, FL SE QUARTER TOWNSHIP = 14 RANGE = 20



Ocala Electric Utility (OEU)



Section Boundary

Quarter Grid Boundary

Area with Special Condition

Parcel

Railway

Road



Miles

0.25

Discharger Saturat Direct Compension are, created but during the information of some compension must be unable for an in-propose. The advances in expension to the control of a rate compension to the control of the compension of

Revision 0 Date Published 11/28/2023

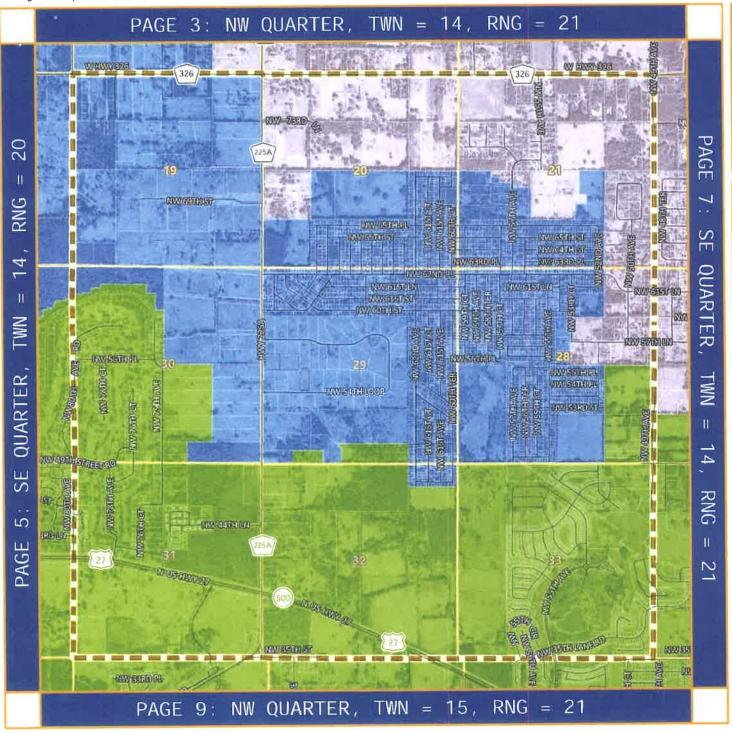
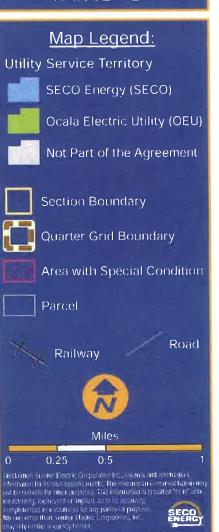


EXHIBIT "A" PAGE 6:

MARION COUNTY, FL SW QUARTER TOWNSHIP = 14 RANGE = 21



Date Published 11 28/2023

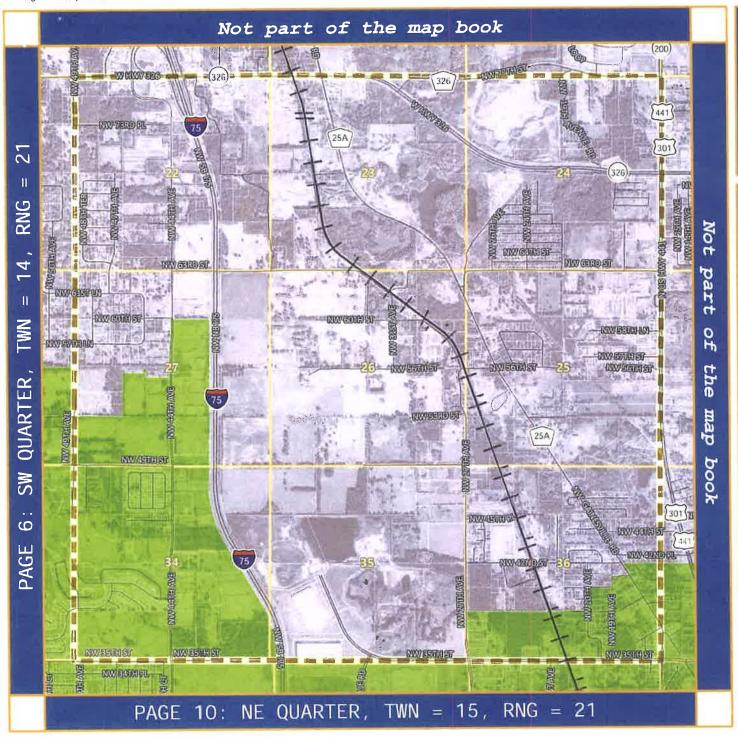
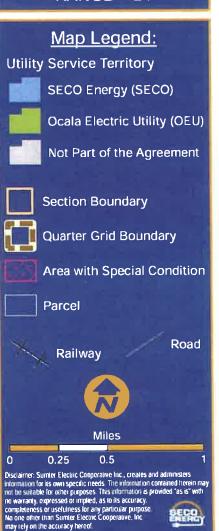


EXHIBIT "A" PAGE 7:

MARION COUNTY, FL SE QUARTER TOWNSHIP = 14 RANGE = 21



Revision: 0

Date Published: 11/28/2023

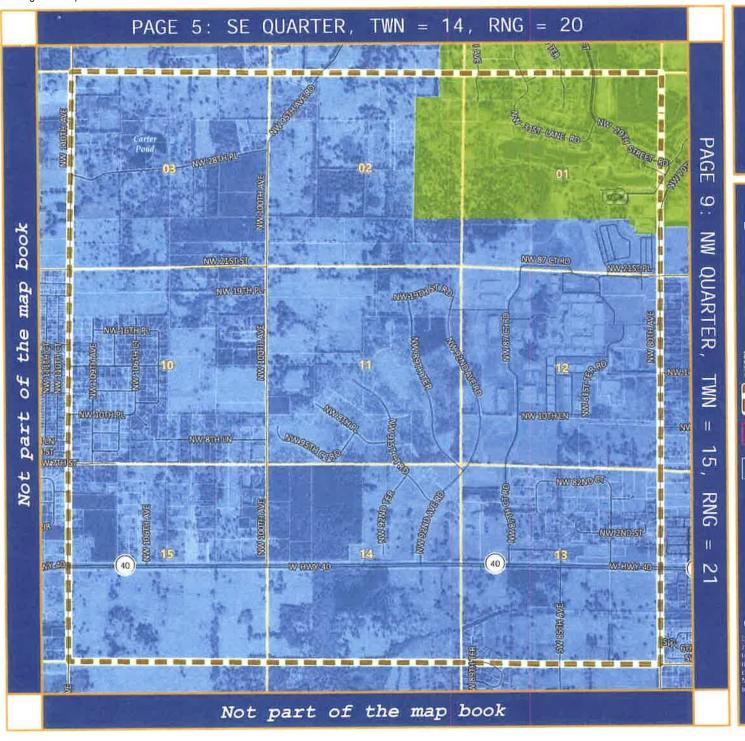
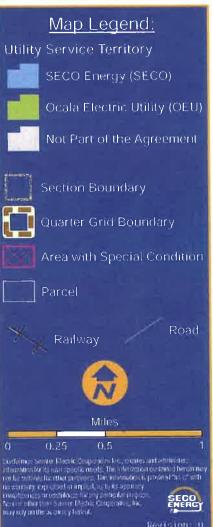


EXHIBIT "A" PAGE 8:

MARION COUNTY, FL NE QUARTER TOWNSHIP = 15 RANGE = 20



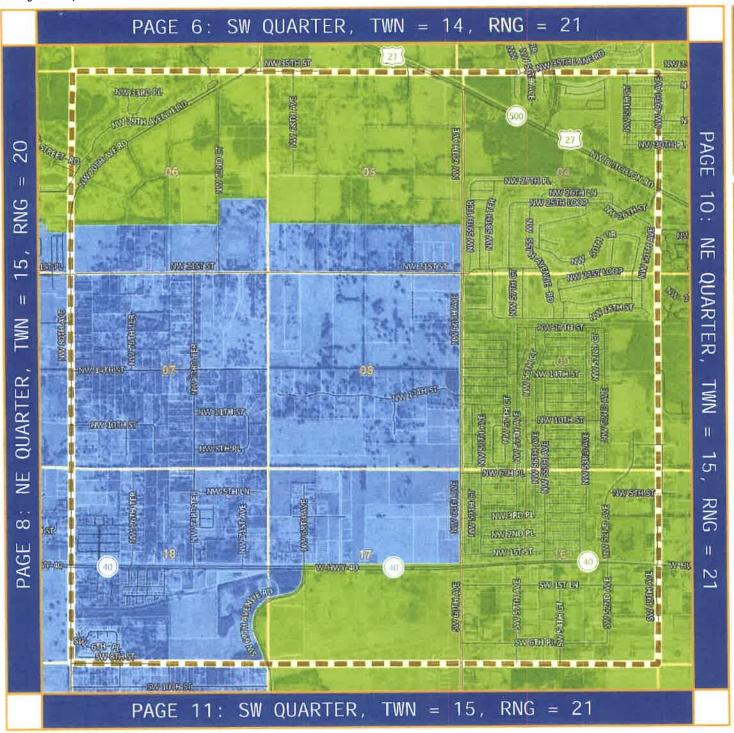


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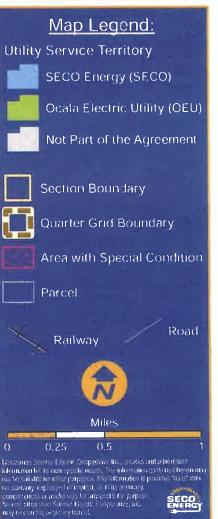
MARION COUNTY, FL NW QUARTER TOWNSHIP = 15 RANGE = 21





EXHIBIT "A" PAGE 10:

MARION COUNTY, FL NE QUARTER TOWNSHIP = 15 RANGE = 21



Date Published 11/28/2023

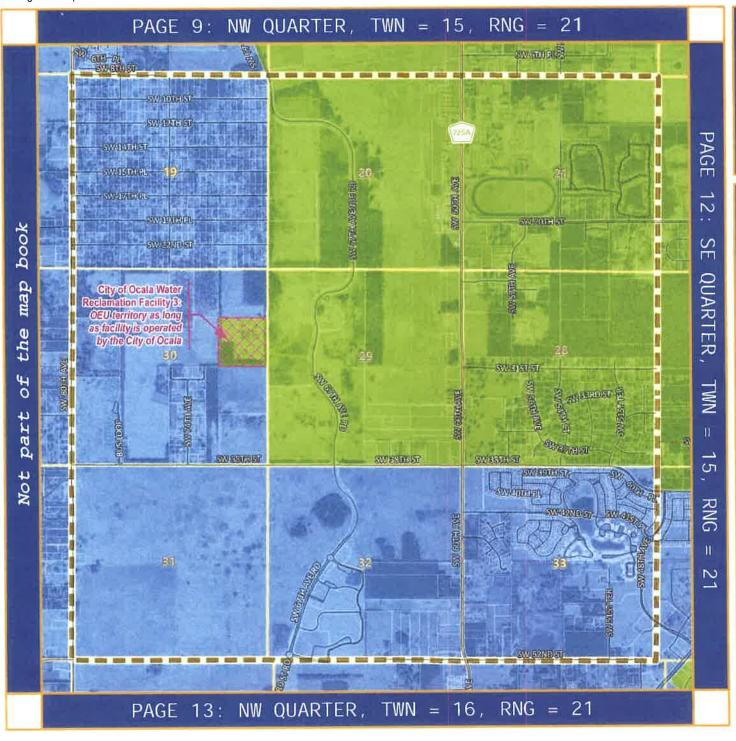


EXHIBIT "A" PAGE 11:

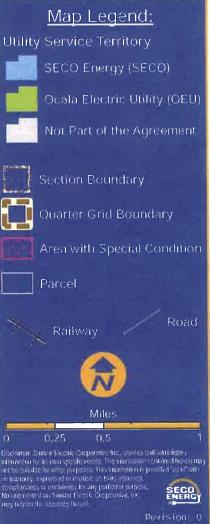
MARION COUNTY, FL SW QUARTER TOWNSHIP = 15 RANGE = 21





EXHIBIT "A" PAGE 12:

MARION COUNTY, FL SE QUARTER TOWNSHIP = 15 RANGE = 21



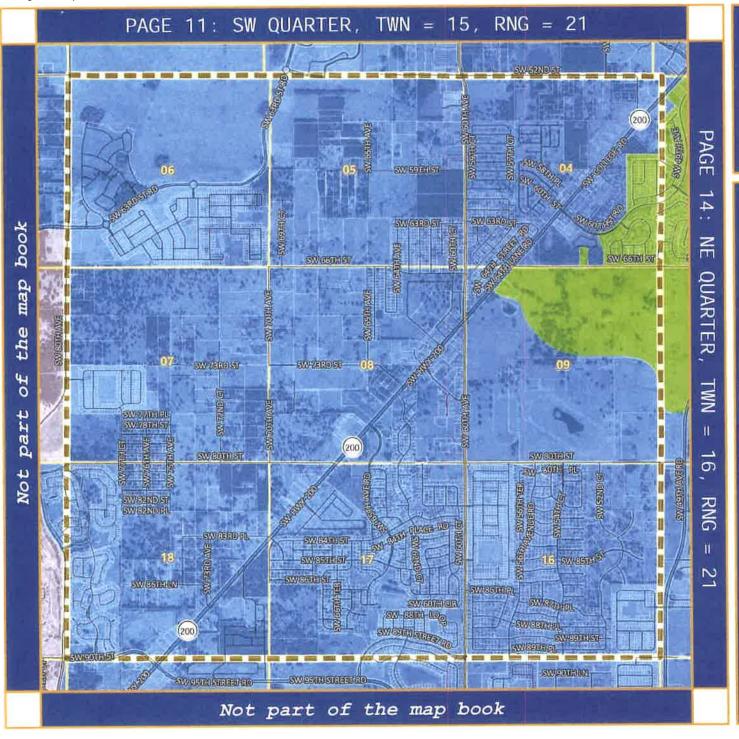
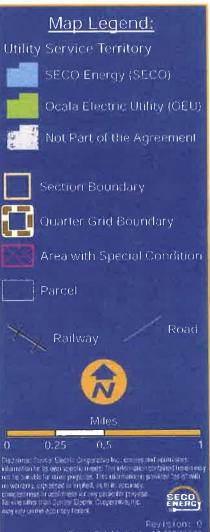


EXHIBIT "A" PAGE 13:

MARION COUNTY, FL NW QUARTER TOWNSHIP = 16 RANGE = 21



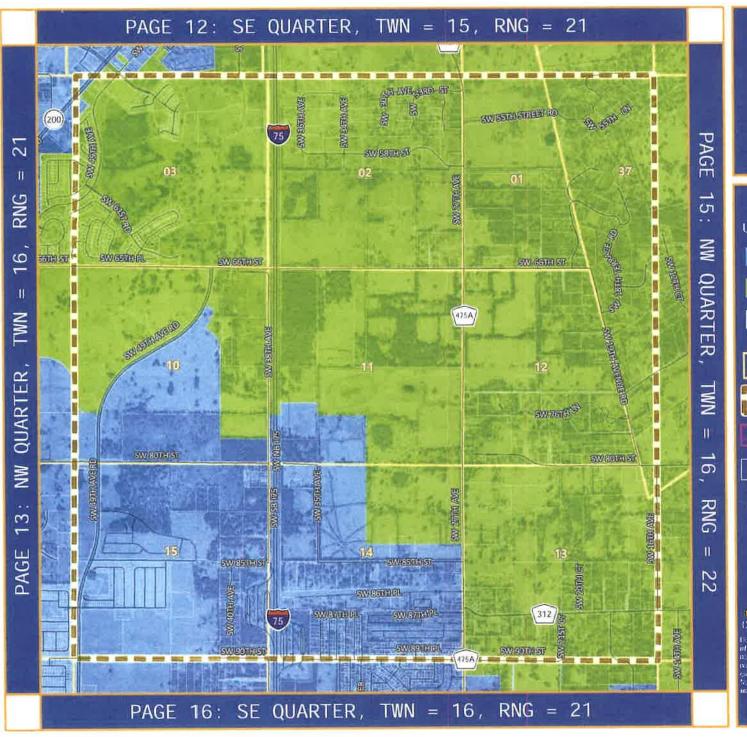


EXHIBIT "A" PAGE 14:

MARION COUNTY, FL NE QUARTER TOWNSHIP = 16 RANGE = 21



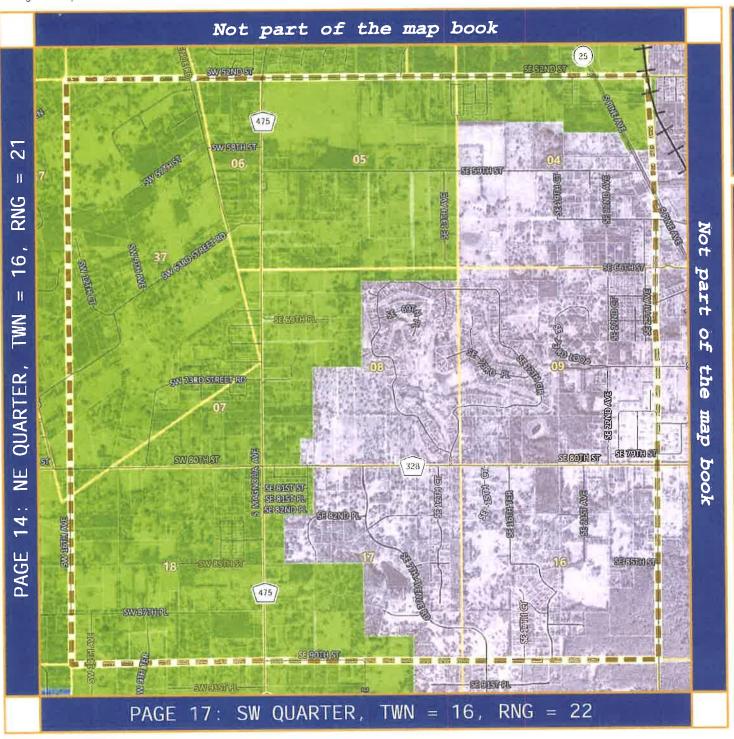


EXHIBIT "A" PAGE 15:

MARION COUNTY, FL NW QUARTER TOWNSHIP = 16 RANGE = 22

Map Legend: Utility Service Territory SECO Energy (SECO) Ocala Electric Utility (OEU)

Not Part of the Agreement

Section Boundary

Quarter Grid Boundary

Area with Special Condition

Parcel

Railway

Road



Miles 0.5

0.25

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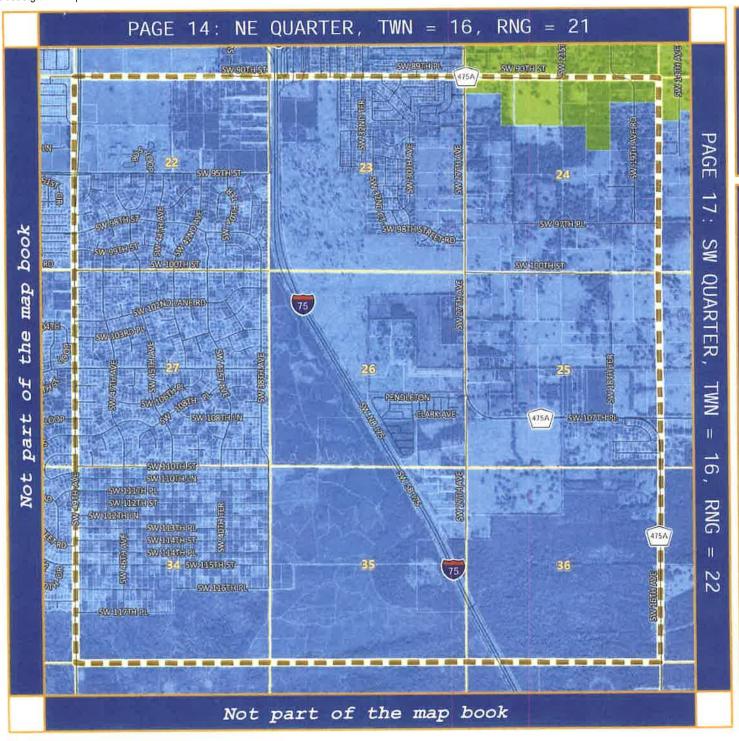


EXHIBIT "A" PAGE 16:

MARION COUNTY, FL SE QUARTER TOWNSHIP = 16 RANGE = 21



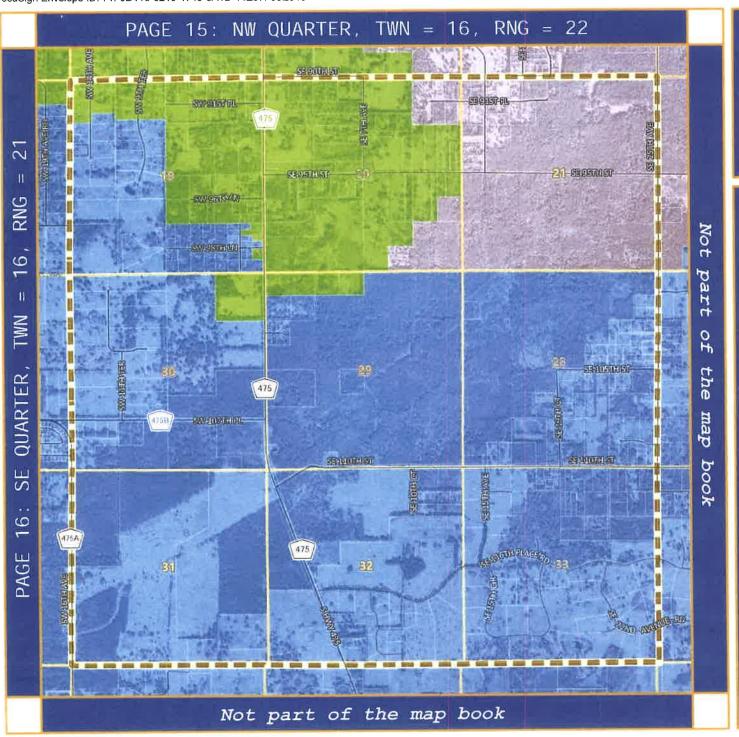
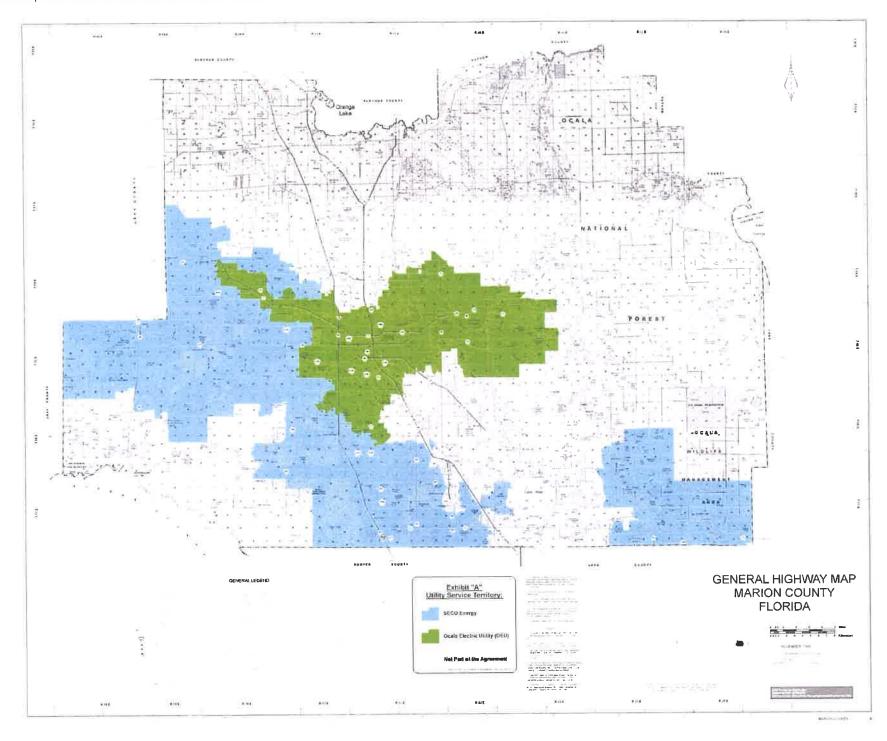


EXHIBIT "A" PAGE 17:

MARION COUNTY, FL SW QUARTER TOWNSHIP = 16 RANGE = 22

Map Legend: **Utility Service Territory** SECO Energy (SECO) Not Part of the Agreement Section Boundary Quarter Grid Boundary Parcel Road Miles Redshing shorts Decine Corporates Inc. coexes and along year addressed on the decine for the decine for the decine for the decine of the decin



Composite Exhibit B

Written Description of Territorial Areas Served and Territorial Changes Map

EXHIBIT A Map Page	Quarter	Township, Range	Section(s)	Description/Notes
1	NW	T14, R20	4,5	These sections are Not Part of this Agreement.
1	NW	T14, R20	6, 7, 8, 9	SECO serves the entire section that is Part of this Agreement. No areas are served by the OEU. NOTE: Section 7 at the SE there are part of 2 parcels that are serves by OEU parcels # 12307-002-00 & 12438-003-01.
1	NW	T14, R20	16	SECO serves NE 1/4. SECO serves the North 1/2 of the SE 1/4. OEU serves the South ½ of the SE 1/4. SECO serves the North 1/2 of the NW 1/4, and the SE 1/4 of the NW1/4. Except parcel # 1243-003-000, that is served by OEU. OEU serves the SW 1/4 of the NW 1/4. SECO serves the NE 1/4 of the SW1 /4 of section. OEU serves the rest of SW 1/4 of section. Except parcel # 12413-002-00.
1	NW	T14, R20	17	SECO serves the North 1/4 of the section. OEU serves the South 3/4 of the section.
1	NW	T14, R20	18	SECO Serves the West 3/4 of the section. Except parcel # 12438-001-00. OEU serves the East 1/4 of the section. Except parcels # 12442-008-00 & parcel # 12442-009-00.
2	NE	T14, R20	1,2,3	These sections are Not Part of this Agreement.

^{*} Territorial areas are described within the Quarter Grid Boundary. If there are any discrepancies between Exhibit A and Exhibit B, the territorial boundary maps in Exhibit A shall prevail.

EXHIBIT A Map Page	Quarter	Township, Range	Section(s)	Description/Notes
2	sw	T14, R20	14	SECO serves the entire section. Except OEU serves parcel # 12397-000-00, located at the SW 1/4 corner.
2	NE	T14, R20	15	SECO serves the entire section.
3	NW	T14, R21	4, 5, 6, 7, 8, 9, 16, 17	These sections are Not Part of this Agreement.
3	NW	T14, R21	18	SECO serves the entire section that is Part of this Agreement. No areas are served by OEU.
4	NE	T14, R20	19	SECO serves section. Except OEU serves parcels # 12451-000-00, & 12431-000-00, located NE 1/4.
4	SW	T14, R20	20	OEU serves the entire section. Except Parcel # 12586-000-00 on the SW corner of section which is served by SECO.
4	SW	T14, R20	21	OEU serves the entire section. No areas are served by SECO.
4	SW	T14, R20	28	OEU serves the East 1/2 of the section. OEU serves the NE 1/4 of the NW 1/4 of section. SECO serves the rest of NW 1/4, Except parcels # 12577-000-00 & 12577-002-00 SECO serves the SW1 /4 of the section.

^{*} Territorial areas are described within the Quarter Grid Boundary. If there are any discrepancies between Exhibit A and Exhibit B, the territorial boundary maps in Exhibit A shall prevail.

EXHIBIT A Map Page	Quarter	Township, Range	Section(s)	Description/Notes
4	SW	T14, R20	29	SECO serves the entire section. No areas are served by OEU.
4	SW	T14, R20	30, 31, 32, 33	SECO serves the entire sections. No areas are served by OEU.
5	SE	T14, R20	22	OEU serves the entire section. No areas are served by SECO.
5	SE	T14, R20	23	OEU serves the West 1/2 of the section. Except for part of parcel # 12489-001-18 and part of parcel # 12489-001-05, SECO serves the East 1/2 of the section.
5	SE	T14, R20	24	SECO serves the entire section. No areas are served by OEU.
5	SE	T14, R20	25	SECO serves the West 3/4 of the section. OEU serves the east 1/4 of the section. Except Parcel # 1357-012-001, located on the Northeast quartet of the section which is served by SECO.
5	SE	T14, R20	26	OEU serves the West half of the section, and the South half of the Southeast and the Northwest quarter of the SE1/4. SECO serves the Northeast quarter of the section and the Northeast quarter of the Southeast quarter.
5	SE	T14, R20	27	OEU serves the entire section. No areas are served by SECO.
5	SE	T14, R20	34	SECO serves the entire section. No areas are served by OEU.

^{*} Territorial areas are described within the Quarter Grid Boundary. If there are any discrepancies between Exhibit A and Exhibit B, the territorial boundary maps in Exhibit A shall prevail.

EXHIBIT B

EXHIBIT A Map Page	Quarter	Township, Range	Section(s)	Description/Notes
5	SE	T14, R20	35	OEU serves the North 3/4 of the section, Except Parcel # 12643-000-00, and parcel # 12650-000-00. SECO serves the South 1/4 of the section, Except parcel # 12669-000-01, and parcel # 12669-000-02 adjacent to the east section line which is served by OEU.
5	SE	T14, R20	36	OEU serves the entire section. No areas are served by SECO.
6	SW	T14, R21	19	SECO serves the entire section. No areas are served by OEU.
6	SW	T14, R21	28	SECO serves the West 1/2 of the section and the Northeast quarter section that is Part of this Agreement. On the Southeast quarter section, SECO serves the West half and OEU serves the East half.
6	SW	T14, R21	29	SECO serves the section, Except Parcels # 13561-004-00 and # 13562-002-00, which they are served by OEU.
6	SW	T14, R21	30	OEU serves the Western half of the section, Except Parcel # 1357-012-001 adjacent to the Northwest section which is served by SECO. SECO serves the Northeast quarter of the section. OEU serves the West 1/2 of the SE 1/4, Except Parcels # 13566-000-00. SECO serves the East 1/2 of the SE1/4.

^{*} Territorial areas are described within the Quarter Grid Boundary. If there are any discrepancies between Exhibit A and Exhibit B, the territorial boundary maps in Exhibit A shall prevail.

EXHIBIT A Map Page	Quarter	Township, Range	Section(s)	Description/Notes
6	SW	T14, R21	31	OEU serves the entire section. No areas are served by SECO.
6	sw	T14, R21	32	OEU serves the section, Except for the parcels in the Ocala Park Estates (i.e., Northeast 1/4 of the Northeast 1/4 North 1/2 section) which are served by SECO.
6	SW	T14, R21	33	OEU serves the entire section. No areas are served by SECO.
7	SE	T14, R21	22, 23, 24, 25, 26	These sections are Not Part of this Agreement.
7	SE	T14, R21	27, 34	OEU serves the entire section that is Part of this Agreement. No areas are served by SECO.
7	SE	T14, R21	35	This section is Not Part of this Agreement.
7	SE	T14, R21	36	OEU serves the entire section that is Part of this Agreement. No areas are served by SECO.
8	NE	T15, R20	1	OEU serves the North 3/4 of the section. SECO serves the South 1/4 of the section, Except part of Parcel # 12674-001-02 and part of parcel # 12674-001-00.

^{*} Territorial areas are described within the Quarter Grld Boundary. If there are any discrepancies between Exhibit A and Exhibit B, the territorial boundary maps in Exhibit A shall prevail.

EXHIBIT B

EXHIBIT A Map Page	Quarter	Township, Range	Section(s)	Description/Notes
8	NE	T15, R20	2	SECO serves the West 1/2 of the section. SECO serves the West 1/2 of the NE 1/4 of section. OEU serves East 1/2 of the NE1/4 of section. Except parcel # 12665-000-04. OEU serves the NE 1/4 of the SE 1/4 of the section. SECO serves the rest of SE1/4 of the section.
8	NE	T15, R20	3, 10, 11, 12, 13, 14, 15	SECO serves the entire sections. No areas are served by OEU.
9	NW	T15, R21	4	OEU serves the entire section. No areas are served by SECO.
9	NW	T15, R21	5	OEU serves the North 3/4 of the section. SECO serves the South 1/4 of the Section.
9	NW	T15, R21	6	OEU serves the North 3/4 of the section. Except part of parcel # 21619-001-01. SECO serves the South 1/4 of the Section.
9	NW	T15, R21	7, 8	SECO serves the entire sections. No areas are served by OEU.
9	NW	T15, R21	9, 16	OEU serves the entire sections. No areas are served by SECO.
9	NW	T15, R21	17	SECO serves the North 1/2 of the section (North of Hwy 40). OEU serves the South 1/2 of the section (South of Hwy 40) Except portion of Parcel # 23306-001-00 on the West side of SW 67th Ave Rd. located NW 1/4 of the NW 1/4 of the SW1/4 which is served by SECO.

^{*} Territorial areas are described within the Quarter Grid Boundary. If there are any discrepancies between Exhibit A and Exhibit B, the territorial boundary maps in Exhibit A shall prevail.

EXHIBIT A Map Page	Quarter	Township, Range	Section(s)	Description/Notes
9	NW	T15, R21	18	SECO serves the section. Except Parcel # 23306-001-00 on the East side of SW 67th Ave Rd (adjacent to the East section line) which is served by OEU.
10	NE	T15, R21	1, 2, 3, 10, 11, 12, 13, 14, 15	OEU serves the entire sections. No areas are served by SECO.
11	SW	T15, R21	19	SECO serves the entire section. No areas are served by OEU.
11	SW	T15, R21	20, 21, 28, 29	OEU serves the entire sections. No areas are served by SECO.
11	SW	T15, R21	30	SECO serves the section. Except for Parcel # 23825-000-00, which is located at the SW 1/4 of the NE 1/4, which is served by OEU.
11	SW	T15, R21	31, 32, 33	SECO serves the entire sections. No areas are served by OEU.
12	SE	T15, R21	22, 23, 24, 25, 26, 27	OEU serves the entire sections. No areas are served by SECO.
12	SE	T15, R21	34	OEU serves the Northeast quarter of section. OEU serves North 1/4 of the NW 1/4 of section. SECO serves the South 3/4 of the NW 1/4. Except Parcel # 23866-001-01. OEU serves the East 1/2 of the SE 1/4 of section. SECO serves the West 1/2 of the SE 1/4. Except parcel # 23877-000-09. SECO serves the SW 1/4. Except parcels # 23874-000-16, 23874-000-17, 23874-000-07, 23877-000-03 & 23877-000-00, are served by OEU.

^{*} Territorial areas are described within the Quarter Grid Boundary. If there are any discrepancies between Exhibit A and Exhibit B, the territorial boundary maps in Exhibit A shall prevail.

EXHIBIT A Map Page	Quarter	Township, Range	Section(s)	Description/Notes
12	SE	T15, R21	35, 36, 37, 38	OEU serves the entire sections. No areas are served by OEU.
13	NW	T16, R21	4	SECO serves the West 1/2 of the section. SECO serves most of the East 1/2 of the section, Except for the areas served by OEU in Meadows at Heath Brook Phase 1 & 2, Heath Brook Hills, and Preserve at Heath Brook Phase 1, and Parcel # 35369-033-00.
13	NW	T16, R21	5, 6, 7, 8	SECO serves the entire sections. No areas are served by OEU.
13	NW	T16, R21	9	SECO serves the South 1/2 of the section. Except portion of parcel # 35512-001-00. OEU serves the North 1/2 of the section. Except part of parcels; # 35512-001-07, 35512-001-04, 35512-001-00, 35512+001-01 and lots South of Bahia Oaks Unit 2. subdivision
13	NW	T16, R21	16, 17, 18	SECO serves the entire sections. No areas are served by OEU.
14	NE	T16, R21	1, 2	OEU serves the entire sections. No areas are served by SECO.
14	NE	T16, R21	3	OEU serves the section. Except part of parcels # 23874-000-09, 35369+001-00, 23894-002-00 & 23894+002-00. Located at Northwest corner of the section which are served by SECO.

^{*} Territorial areas are described within the Quarter Grid Boundary. If there are any discrepancies between Exhibit A and Exhibit B, the territorial boundary maps in Exhibit A shall prevail,

EXHIBIT A Map Page	Quarter	Township, Range	Section(s)	Description/Notes
14	NE	T16, R21	10	OEU serves the North 3/4 of section. Except part of parcel # 35512-001-00, which now is Winding Oaks subdivision. SECO serves the South 1/4 of the section. Except parcel # 35520-000-00 served by OEU.
14	NE	T16, R21	11	OEU serves the North 1/2 of the section, and the SE 1/4, and the North 1/2 of the SW 1/4. Except part of parcel # 35532-000-00. SECO serves the South 1/2 of the SW 1/4 of section.
14	NE	T16, R21	12, 13	OEU serves the entire sections. No areas are served by SECO.
14	NE	T16, R21	14	SECO serves the West 1/2 of the section and Southeast quarter of the section. OEU serves the Northeastern quarter of the section. Except parcel # 35610-000-01 and part of parcel # 35610-000-00, North of SW 85th St) which SECO served.
14	NE	T16, R21	15	SECO serves the entire section. No areas are served by OEU.
14	NE	T16, R21	37	OEU serves the entire section. No areas are served by SECO.
15	NW	T16, R22	4	OEU serves the entire section that is Part of this Agreement. No areas are served by SECO.
15	NW	T16, R22	5, 6, 7	OEU serves the entire sections. No areas are served by SECO.

^{*} Territorial areas are described within the Quarter Grid Boundary. If there are any discrepancies between Exhibit A and Exhibit B, the territorial boundary maps in Exhibit A shall prevail.

EXHIBIT B

EXHIBIT A Map Page	Quarter	Township, Range	Section(s)	Description/Notes
15	NW	T16, R22	8	OEU serves the entire section that is Part of this Agreement. No areas are served by SECO.
15	NW	T16, R22	9, 16	These sections are Not Part of this Agreement.
15	NW	T16, R22	17	OEU serves the section that is Part of this Agreement. No areas are served by SECO.
15	NW	T16, R22	18, 37	OEU serves the entire sections. No areas are served by SECO.
16	SE	T16, R21	22, 23	SECO serves the entire sections. No areas are served by OEU.
16	SE	T16, R21	24	SECO serves the South 1/2 of the section. OEU serves NE 1/4 of the NW 1/4 and the NW 1/4 of the NW1/4. Except parcel # 35770-012-00. SECO serves the rest of the NW 1/4 of the section. OEU serves the NW 1/4 of the NE 1/4, and North 1/2 of the NE 1/4 of the NE 1/4 and the NE 1/4 of the SW 1/4 of the NE 1/4. SECO serves the SE 1/4 of the NE 1/4 of the section.
16	SE	T16, R21	25, 26, 27, 34, 35, 36	SECO serves the entire sections. No areas are served by OEU.

^{*} Territorial areas are described within the Quarter Grid Boundary. If there are any discrepancies between Exhibit A and Exhibit B, the territorial boundary maps in Exhibit A shall prevail.

EXHIBIT A Map Page	Quarter	Township, Range	Section(s)	Description/Notes
17	SW	T16, R22	19	OEU serves NE 1/4, and North half of the SE 1/4. SECO serves the South half. Except parcels # 36783-005-00 & 36783-003-00 of the section, they are served by OEU. OEU serves the North half of the NW 1/4. Except parcels #; 36760-007-09, 36760-007-15, 36760-007-16, 3677-022-000 and 3677-007-000. SECO serves the Soth half of the NW 1/4 of the section. SECO serves the SW 1/4 of the section,
17	SW	T16, R22	20	OEU serves the entire section that is Part of this Agreement. No areas are served by SECO.
17	SW	T16, R22	21	These section is Not Part of this Agreement.
17	SW	T16, R22	28	SECO serves the entire section. No areas are served by OEU.
17	SW	T16, R22	29	SECO serves the section with the exceptions of Parcels # 37332-000-00, 37332-000-00 & 36796-010-00, which they are located at the North quarter of the NW1/4, section which are served by OEU.
17	SW	T16, R22	30	SECO serves the section. Except for Parcel # 37336-000-00, located at the NE 1/4 of the NE 1/4 of the section which is served by OEU.
17	SW	T16, R22	31, 32, 33	SECO serves the entire sections. No areas are served by OEU.

^{*} Territorial areas are described within the Quarter Grid Boundary. If there are any discrepancies between Exhibit A and Exhibit B, the territorial boundary maps in Exhibit A shall prevail.

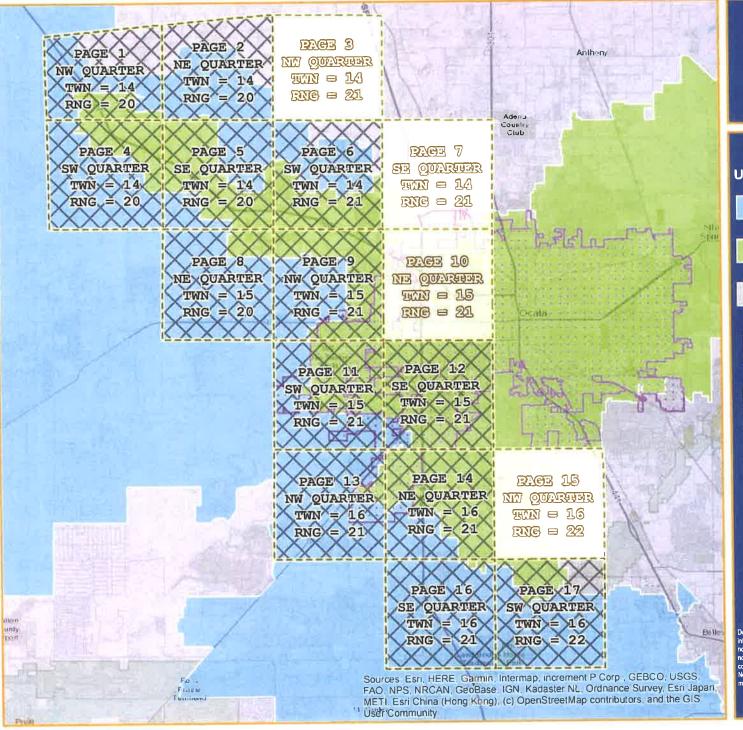
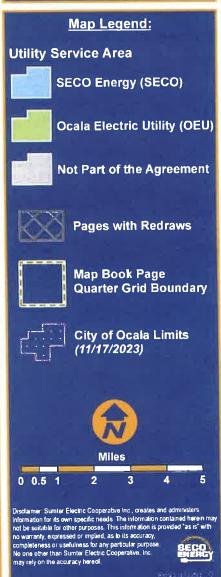
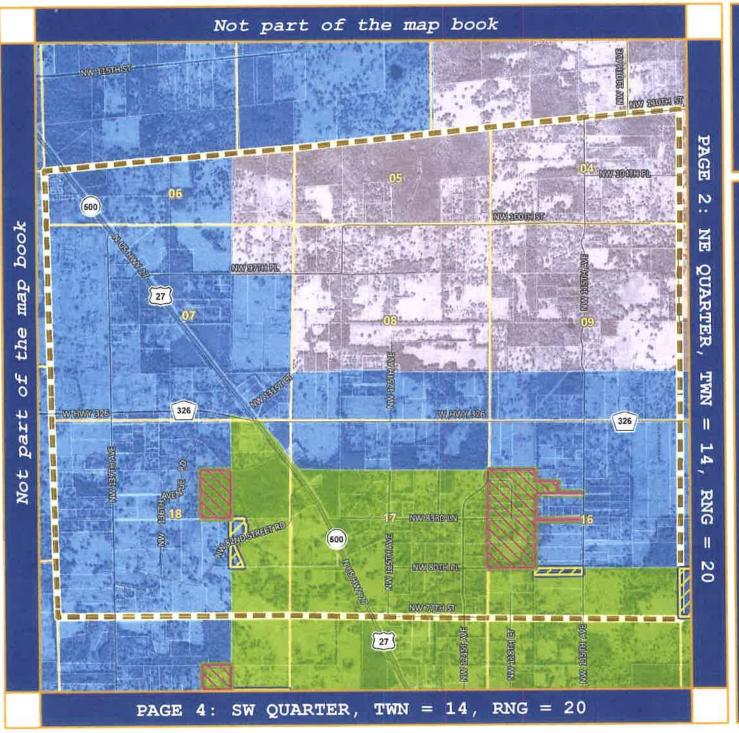


EXHIBIT "B": SECO & OEU TERRITORIAL CHANGES MAP

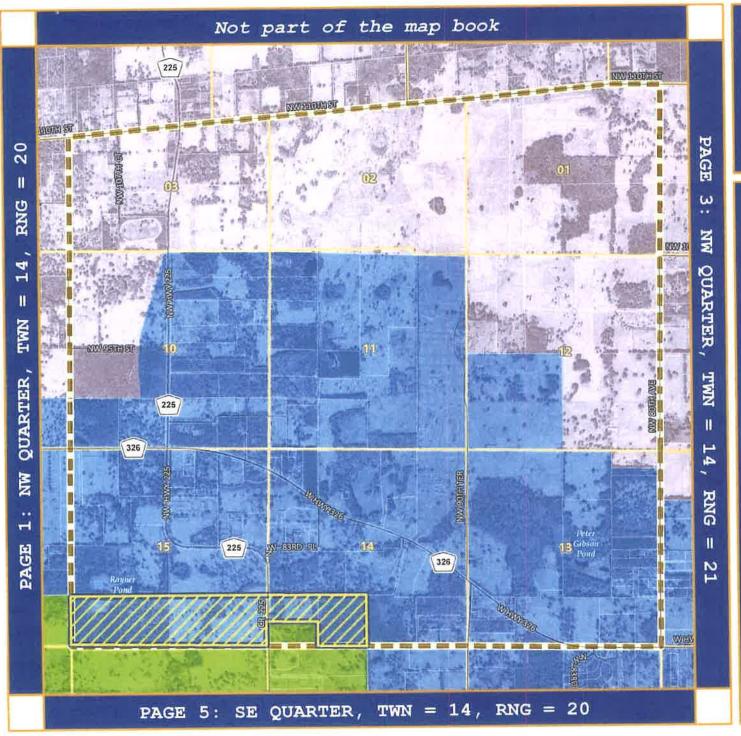




MAPBOOK PAGE 1:

MARION COUNTY, FL NW QUARTER TOWNSHIP = 14 RANGE = 20





MAPBOOK PAGE 2:

MARION COUNTY, FL NE QUARTER TOWNSHIP = 14 RANGE = 20







Area with Special Condition

Utility Service Area



SECO Energy (SECO)



Ocala Electric Utility (OEU)



Not Part of the Agreement



Section Boundary



Quarter Grid Boundary



Parcel

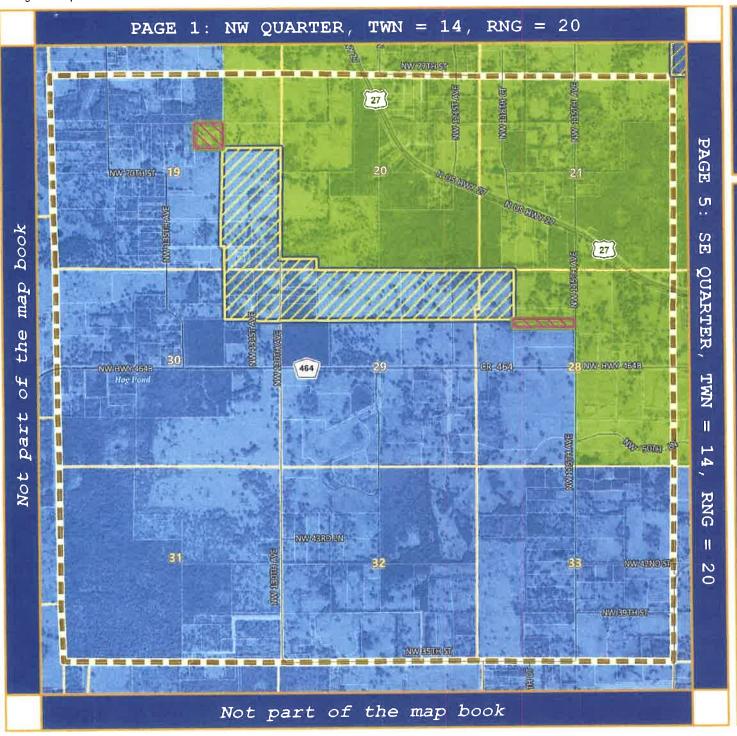


Miles

0.25

0.5

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MAPBOOK PAGE 4:

MARION COUNTY, FL SW QUARTER TOWNSHIP = 14 RANGE = 20

Map Legend:

Territorial Changes

OEU to SECO



SECO to OEU



Area with Special Condition

Utility Service Area

SECO Energy (SECO)



Ocala Electric Utility (OEU)



Not Part of the Agreement



Section Boundary



Quarter Grid Boundary





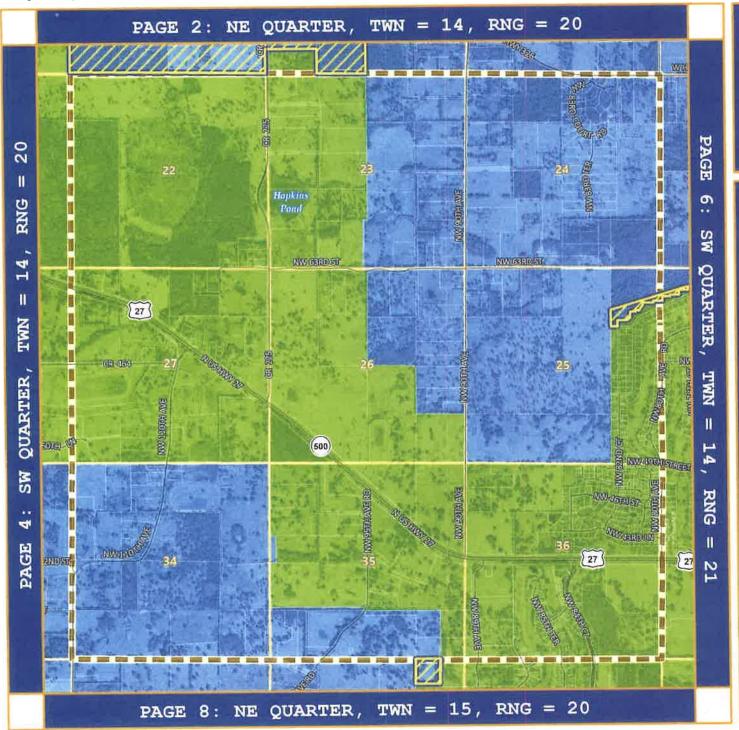
Miles

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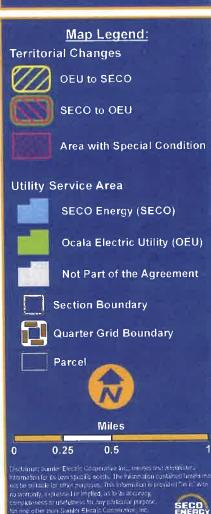
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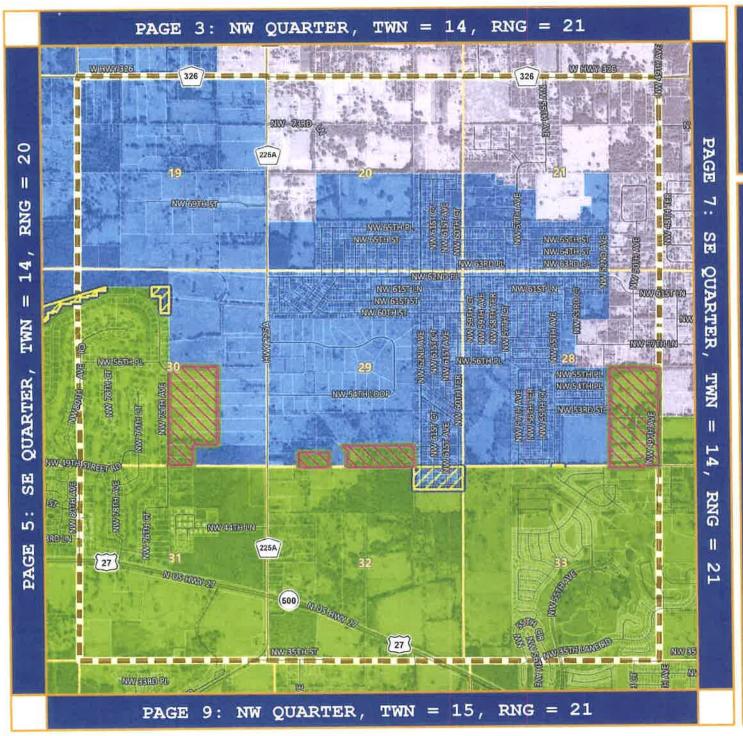
Revision: 0 Date Fublished: 13/28/2023



MAPBOOK PAGE 5:

MARION COUNTY, FL SE QUARTER TOWNSHIP = 14 RANGE = 20





MAPBOOK PAGE 6:

MARION COUNTY, FL SW QUARTER TOWNSHIP = 14 RANGE = 21



Territorial Changes



OEU to **SECO**



SECO to OEU



Area with Special Condition

Utility Service Area



SECO Energy (SECO)



Ocala Electric Utility (OEU)





Not Part of the Agreement



Section Boundary



Quarter Grid Boundary





Miles

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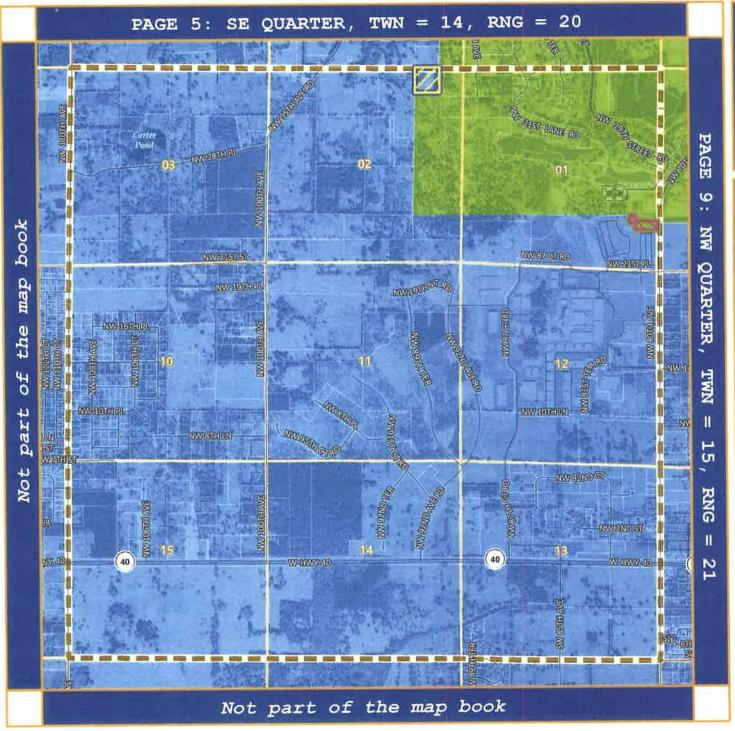
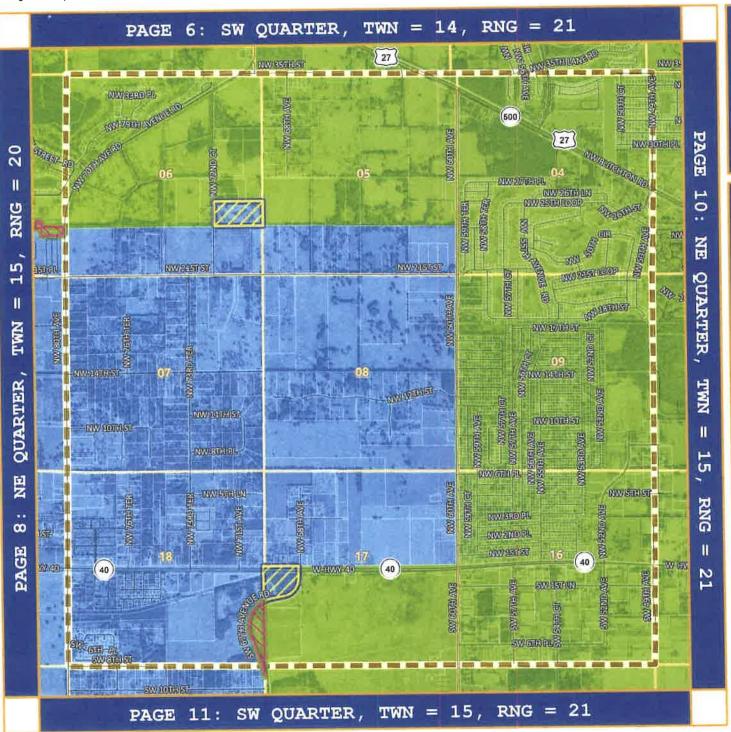


EXHIBIT "B" MAPBOOK PAGE 8:

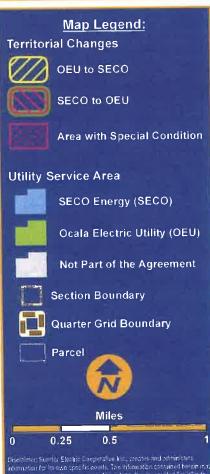
MARION COUNTY, FL
NE QUARTER
TOWNSHIP = 15
RANGE = 20





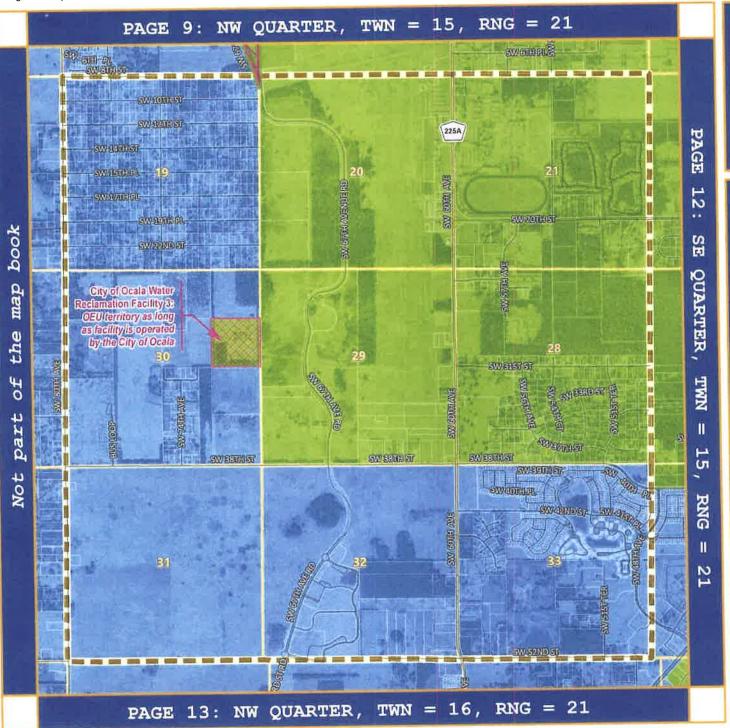
MAPBOOK PAGE 9:

MARION COUNTY, FL NW QUARTER TOWNSHIP = 15 RANGE = 21



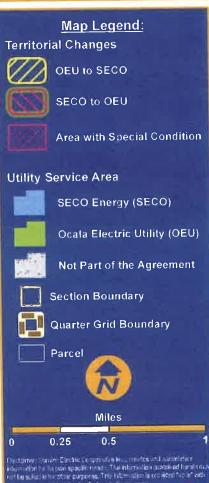
of the purposes for other purposes. They into my sign open discuss with

rompeloses for i solutions, for any parecular purpose. National other than Steplar Existing Conparative, its



MAPBOOK PAGE 11:

MARION COUNTY, FL SW QUARTER TOWNSHIP = 15 RANGE = 21



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MAPBOOK PAGE 12:

MARION COUNTY, FL SE QUARTER TOWNSHIP = 15 RANGE = 21

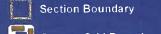


Area with Special Condition









Quarter Grid Boundary



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izat sunar Sunder Electric Cooperative Inc., de alection attendates formation for the exist specific needs. The information contains disease to be included by other propriets. The information to provided for in white a summary, represented in implied, in that other the provided for in white a summary, represented to implie the training of the provided provided may be or unforced by the my particular particle.

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Revision: 0 Tate Published: 11/26/2023





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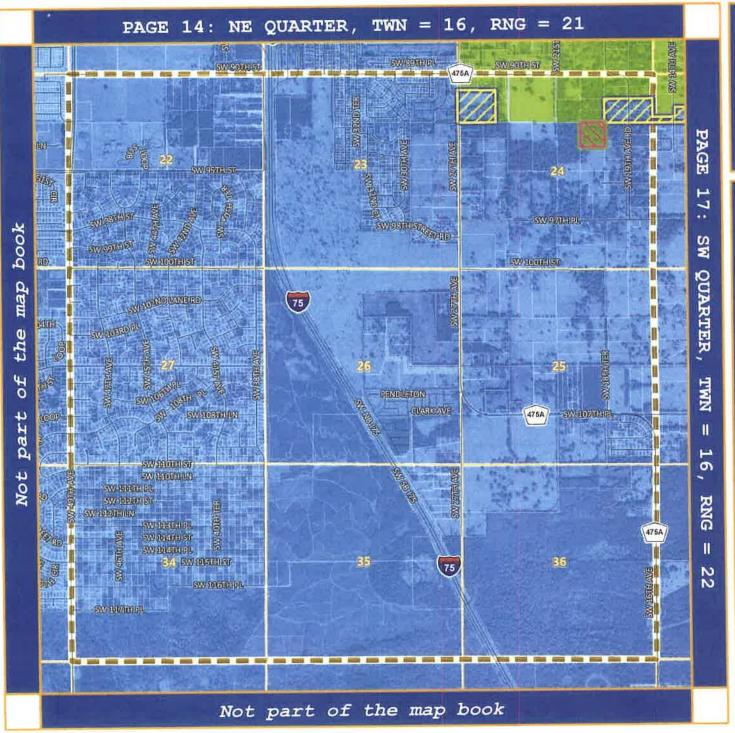
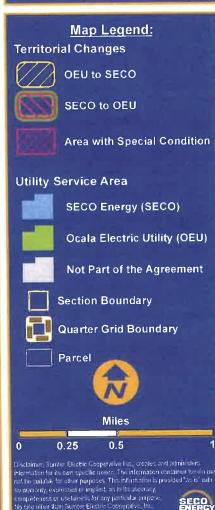
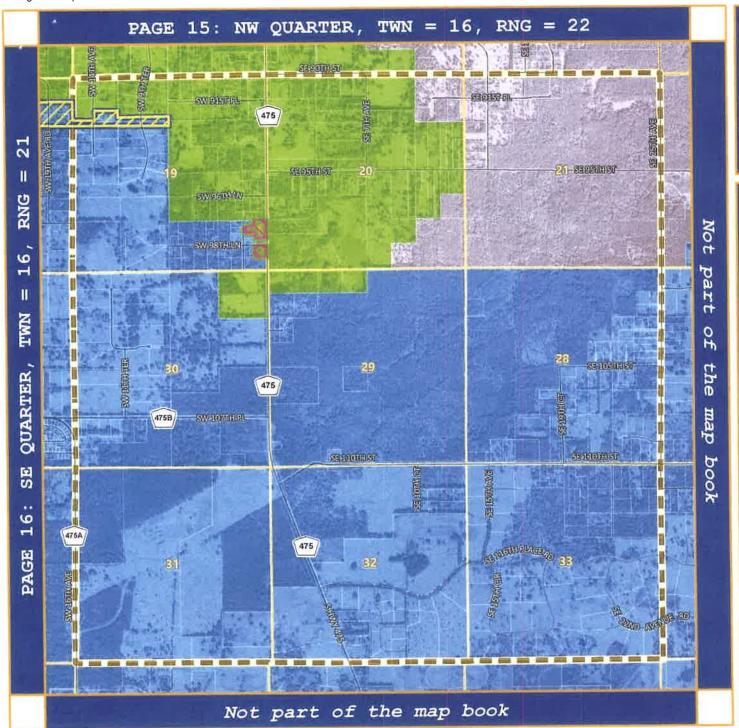


EXHIBIT "B" MAPBOOK PAGE 16:

MARION COUNTY, FL SE QUARTER TOWNSHIP = 16 RANGE = 21





MAPBOOK PAGE 17:

MARION COUNTY, FL SW QUARTER TOWNSHIP = 16 RANGE = 22



Territorial Changes



OEU to SECO



SECO to OEU



Area with Special Condition

Utility Service Area



SECO Energy (SECO)



Ocala Electric Utility (OEU)



Not Part of the Agreement



Section Boundary



Quarter Grid Boundary



Parcel



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Collament, James 19, the Cooperative Inc., could need administrative value to a course people on the The Information carbon as feet in may not be madely to other propose. The information is provided in its value on warranty compared to the proposed of a context, compared to context and the proposed of the context of the

Revision: 0 Date Fublished: 11/28/2023

Exhibit C

SECO Energy Services Transferring to the City of Ocala Electric Utility

Exhibit C
SECO Energy Services Transferring to The City of Ocala Electric Utility

ine	Service Location Address	Additional Lighting Services
1	13120 NW 82 ST RD, CCALA, FL 34481-9611	
2	4939 NW 115 AVE, OCALA, FL 34482-1819	
3	12770 N US HWY 27, OCALA, FL 34482	
4	NW 115 AVE, OCALA, FL 34482	
5	8365 NW 118 TERR, OCALA, FL 34475-5338	
6	12760 N US HWY 27, OCALA, FL 34482	
7	12610 N US HIGHWAY 27, OCALA, FL 34482-8643	
8	12760 N US HWY 27, OCALA, FL 34482	
9	12618 N US HIGHWAY 27, OCALA, FL 34482-8643	
10	13120 NW 82ND ST RD, OCALA, FL 34481-9611	
11	13240 NW 82 ST RD, OCALA, FL 34482-1727	1 - 100w Open Bottom Yard Light (Active)
12	13240 NW 82 ST RD, OCALA, FL 34482-1727	
13	13101 NW 82ND ST RD, OCALA, FL 34482-1728	1 - 100w Open Bottom Yard Light (Active)
1,4	13101 NW 82ND ST RD, OCALA, FL 34482-1728	
15	12950 NW 82 STREET RD, OCALA, FL 34482-1034	
16	12910 N US 27 (BARN), OCALA, FL 34482-1034	1 - 100w Open Bottom Yard Light (Active)
17	12662 NW H 27 (TRN BARN), OCALA, FL 34482-8643	
18	12662 NW HWY 27 (BARN), OCALA, FL 34482-8643	
19	12662 NW HWY 27 (10 HP), OCALA, FL 34482-8643	
20	12662 NW HWY 27 (HSE), OCALA, FL 34482-8643	1 - 100w Open Bottom Yard Light (Active)
21	12662 N US HWY 27(SHED), OCALA, FL 34482-8643	
22	12610 NW HWY 27, OCALA, FL 34482-1401	1 - 100w Open Bottom Yard Light (Active)
23	12610 NW HWY 27, OCALA, FL 34482-1401	11 - 100w Open Bottom Yard Lights (Active
24	12610 NW HWY 27, OCALA ,FL 34482-1401	1 - 100w Open Bottom Yard Light (Active)
25	12610 NW HWY 27, OCALA, FL 34482	
26	2750 NW 72 CT (PUMP), OCALA, FL 34482-3828	
27	4550 NW 90 AVE (GUEST HSE), OCALA, FL 34482-3823	
28	2901 NW 72 CT, OCALA, FL 34482-3984	
29	12600 N US HWY 27, OCALA, FL 34475	2 - 250w Cobra Head Lights (In-Active)
30	4765 SW 40 ST, OCALA, FL 34474-4374	
31	2460 NW 72 COURT, OCALA, FL 34482	
32	4560 NW 90 AVE (GATE), OCALA, FL 34482	
33	12600 N US HWY 27, OCALA, FL 34483	
34	2566 NW 72 CT, OCALA, FL 34482	
35	4525 NW 90 AVE, OCALA, FL 34471-5034	
36	4550 NW 90TH AVE (BARN), OCALA, FL 34482-3823	
37	4675 SW 40 ST, OCALA, FL 34474	
38	SW 48TH AVENUE & SR 200, OCALA, FL 34474	13 - 100w Lights (Active)
39	2605 NW 72ND CT. OCALA, FL 34482	
40	4897 SW 40 ST, OCALA, FL 34474-4374	
41	4679 SW 40 ST, OCALA, FL 34474-4374	
42	1925 NW 60TH AVE, OCALA, FL 34482	
43	Parcel # 21624-002-00	1 250w Cobra Head Light (Active)
43	Parcel # 21624-002-00	*
45	10066 S MAGNOLIA AVE, OCALA, FL 34476-7574	1 - 100w Open Bottom Yard Light (Active)
45	10072 S MAGNOLIA AVE, OCALA, FL 34476-7574	
47	4560 NW 90 AVE (HOUSE), OCALA, FL 34482-3823	
48	6659 N US HWY 27, OCALA, FL 34482-3979	
48	12606 N US HWY 27, OCALA, FL 34482-3373	
50	2675 NW 72ND CT, OCALA, FL 34471	
	4939 NW 115 AVE, OCALA, FL 34471	
51 52	12856 N US HWY 27, OCALA, FL 34482	

Exhibit D

City of Ocala Utility Services Transferring to SECO Energy

Exhibit D
City of Ocala Utility Services Transferring to SECO Energy

Line	Service Location Address	
1	7897 NW HWY 225, Ocala, FI 34471	
2	5850 SW HWY 200, Ocala, Fl 34471	
3	5850 SW HWY 200, Ocala, FI 34471	
4	5600 SW College Rd, Ocala, Fl 34471	
5	5530 SW College Rd, Ocala, Fl 34471	
6	5670 SW College Rd, Ocala, Fl 34471	
7	5501 SW College Rd, Ocala, Fl 34471	
8	5135 SW College Rd, Ocala, Fl 34471	
9	4747 SW College Rd, Ocala, Fl 34471	
10	4603 SW College Rd, Ocala, Fl 34471	
11	4421 SW College Rd, Ocala, Fl 34471	
12	5850 SW College Rd, Ocala, Fl 34471	
13	5850 SW College Rd, Ocala, Fl 34471	
14	5545 SW 80th St, Ocala, Fl 34471	
15	5545 SW 80th St, Ocala, Fl 34471	
16	5850 5W College Rd, Ocaia, Fl 34471	
17	5850 SW College Rd, Ocala, Fl 34471	

ATTACHMENT 2

Sample notification letters to affected customers in accordance with Rule 25-6.0440(1)(d)



Member Name Address City, State, Zip

Re: Account # XXXXXXXXXX/Service Address

Dear Member:

SECO Energy (SECO) and The City of Ocala Electric Utility (OEU) routinely enter into territorial agreements to establish the geographical boundaries each utility serves. Territorial agreements ensure that utilities are able to boost service reliability, efficiency and affordability by establishing a sole provider of electric service within the boundary. The proposed territorial agreement between OEU and SECO outlined below will help each utility avoid unnecessary duplication of electric facilities that serve customers.

SECO and OEU have amended the territorial agreement that revises portions of each utilities' geographical boundaries. This agreement is filed with the Florida Public Service Commission (FPSC). We are informing you that your electric service provider will transfer from SECO to OEU. Before the transfer is scheduled, you will receive an official notice closer to the date of the actual meter exchange. No action is required on your part. SECO and OEU will execute your account's transfer arrangements on your behalf.

As part of the transfer, we are required to provide you with current rate information. As of January 2024, SECO Energy's commercial (GS) rate for 1,000 Kilowatt-Hours (kWh) is \$122.50. The commercial (GS) rate for OEU for 1,000 kWh in January 2024 is \$166.77. The rates of both utilities are subject to change and may be raised or lowered in the future.

Please contact SECO at (352) 793-3801 if you have questions about the proposed transfer of your service to OEU or for information about contacting the FPSC. We enjoyed serving you as a SECO Energy member but support the logic behind the change of service.

Sincerely,

Amanda K. Richardson

Manager of Corporate Communications

mandak Richardson

Communications@SECOEnergy.com





Member Name Address City, State, Zip

Re: Account # XXXXXXXXXX/Service Address

Dear Member:

SECO Energy (SECO) and The City of Ocala Electric Utility (OEU) routinely enter into territorial agreements to establish the geographical boundaries each utility serves. Territorial agreements ensure that utilities are able to boost service reliability, efficiency and affordability by establishing a sole provider of electric service within the boundary. The proposed territorial agreement between OEU and SECO outlined below will help each utility avoid unnecessary duplication of electric facilities that serve customers.

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As part of the transfer, we are required to provide you with current rate information. As of January 2024, SECO Energy's commercial 3-phase (GS3) rate for 1,000 Kilowatt-Hours (kWh) is \$133.00. The commercial (GS) rate for OEU for 1,000 kWh in January 2024 is \$166.77. The rates of both utilities are subject to change and may be raised or lowered in the future.

Please contact SECO at (352) 793-3801 if you have questions about the proposed transfer of your service to OEU or for information about contacting the FPSC. We enjoyed serving you as a SECO Energy member but support the logic behind the change of service.

Sincerely,

Amanda K. Richardson

Manager of Corporate Communications

mandak Richardson

Communications@SECOEnergy.com





Member Name Address City, State, Zip

Re: Account # XXXXXXXXXX/Service Address

Dear Member:

SECO Energy (SECO) and The City of Ocala Electric Utility (OEU) routinely enter into territorial agreements to establish the geographical boundaries each utility serves. Territorial agreements ensure that utilities are able to boost service reliability, efficiency and affordability by establishing a sole provider of electric service within the boundary. The proposed territorial agreement between OEU and SECO outlined below will help each utility avoid unnecessary duplication of electric facilities that serve customers.

SECO and OEU have amended the territorial agreement that revises portions of each utilities' geographical boundaries. This agreement is filed with the Florida Public Service Commission (FPSC). We are informing you that your electric service provider will transfer from SECO to OEU. Before the transfer is scheduled, you will receive an official notice closer to the date of the actual meter exchange. No action is required on your part. SECO and OEU will execute your account's transfer arrangements on your behalf.

As part of the transfer, we are required to provide you with current rate information. As of January 2024, SECO Energy's residential rate for 1,000 Kilowatt-Hours (kWh) is \$116.60. The residential rate for OEU for 1,000 kWh in January 2024 is \$162.64. The rates of both utilities are subject to change and may be raised or lowered in the future.

Please contact SECO at (352) 793-3801 if you have questions about the proposed transfer of your service to OEU or for information about contacting the FPSC. We enjoyed serving you as a SECO Energy member but support the logic behind the change of service.

Sincerely,

Amanda K. Richardson

Manager of Corporate Communications

mandak Richardson

Communications@SECOEnergy.com





Member Name Address City, State, Zip

Re: Account # XXXXXXXXXX/Service Address

Dear Member:

SECO Energy (SECO) and The City of Ocala Electric Utility (OEU) routinely enter into territorial agreements to establish the geographical boundaries each utility serves. Territorial agreements ensure that utilities are able to boost service reliability, efficiency and affordability by establishing a sole provider of electric service within the boundary. The proposed territorial agreement between OEU and SECO outlined below will help each utility avoid unnecessary duplication of electric facilities that serve customers.

SECO and OEU have amended the territorial agreement that revises portions of each utilities' geographical boundaries. This agreement is filed with the Florida Public Service Commission (FPSC). We are informing you that your electric service provider will transfer from SECO to OEU. Before the transfer is scheduled, you will receive an official notice closer to the date of the actual meter exchange. No action is required on your part. SECO and OEU will execute your account's transfer arrangements on your behalf.

As part of the transfer, we are required to provide you with current rate information. As of January 2024, SECO Energy's residential rate for 1,000 Kilowatt-Hours (kWh) is \$116.60 with a solar buyback credit of \$.065 per kWh. The residential rate for OEU for 1,000 kWh in January 2024 is \$162.64 with a solar buyback credit of \$X. The rates of both utilities are subject to change and may be raised or lowered in the future.

Please contact SECO at (352) 793-3801 if you have questions about the proposed transfer of your service to OEU or for information about contacting the FPSC. We enjoyed serving you as a SECO Energy member but support the logic behind the change of service.

Sincerely,

Amanda K. Richardson

Manager of Corporate Communications Communications@SECOEnergy.com

mandak Richardson









Customer Name Address Ocala, FL 344xx

Re: Account # xxxxxxxxxxx/Service Address

Dear Customer:

Sumter Electric Cooperative, Inc. (SECO) and The City of Ocala Electric Utility (OEU) have entered into a new territorial agreement that designates electric service boundary lines for both electric utilities in and around the City of Ocala and Marion County. The new agreement comes after negotiating changes to the previous agreement and will be sent to the Florida Public Service Commission (FPSC) for approval.

To make the process easy and simple for their respective customers and members, the utilities have agreed not to transfer any customers immediately. If approved by the FPSC, your electric service will be transferred to SECO when both utilities agree it is reasonably practical to make the transfer. You will be notified prior to any transfer. Neither utility will impose any additional burden on the transferred customers, such as an increased deposit.

This territorial agreement will enable each electric utility to service its customers more reliably and economically. The FPSC recognizes the benefits of territorial agreements and encourages utilities to enter into this type of agreement to avoid duplication of electric facilities and unsafe conditions.

To provide you with a rate comparison, as of January 2024, the general service rate of SECO for 1,000 Kilowatt Hours (KWH) was \$122.50. For the same month, the general service rate of the City of Ocala for 1,000 KWH was \$166.77. The rates of both utilities are subject to periodic change and may be raised or lowered in the future.

If you have any questions about the proposed transfer of your service agreement, please contact OEU Customer Service Office at (352) 351-6600.

Sincerely,

Kik Koppitch Business Relations Coordinator Ocala Electric Utility





Customer Name Address Ocala, FL 344xx

Re: Account # xxxxxxxxxxx/Service Address

Dear Customer:

Sumter Electric Cooperative, Inc. (SECO) and The City of Ocala Electric Utility (OEU) have entered into a new territorial agreement that designates electric service boundary lines for both electric utilities in and around the City of Ocala and Marion County. The new agreement comes after negotiating changes to the previous agreement and will be sent to the Florida Public Service Commission (FPSC) for approval.

To make the process easy and simple for their respective customers and members, the utilities have agreed not to transfer any customers immediately. If approved by the FPSC, your electric service will be transferred to SECO when both utilities agree it is reasonably practical to make the transfer. You will be notified prior to any transfer. Neither utility will impose any additional burden on the transferred customers, such as an increased deposit.

This territorial agreement will enable each electric utility to service its customers more reliably and economically. The FPSC recognizes the benefits of territorial agreements and encourages utilities to enter into this type of agreement to avoid duplication of electric facilities and unsafe conditions.

To provide you with a rate comparison, in November 2023, the residential rate of SECO for 1,000 Kilowatt Hours (KWH) was \$116.60. For the same month, the residential rate of the City of Ocala for 1,000 KWH was \$162.64. The rates of both utilities are subject to periodic change and may be raised or lowered in the future.

If you have any questions about the proposed transfer of your service agreement, please contact OEU Customer Service Office at (352) 351-6600.

Sincerely,

Kik Koppitch Business Relations Coordinator Ocala Electric Utility