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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint Petition for Approval of Territorial Agreement Between Sumter Electric Cooperative, Inc. and Withlacoochee

River Electric Cooperative, Inc.

Docket No.:

Date: October 20, 2025

JOINT PETITION FOR APPROVAL OF TERRITORIAL AGREEMENT

Withlacoochee River Electric Cooperative, Inc. ("WREC") and 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 WREC and SECO dated August 14, 2025, and in support thereof state:

- 1. WREC and SECO (collectively "Joint Petitioners") are electric utilities serving customers in portions of Hernando, Citrus, Pasco, and Sumter Counties, Florida. WREC's principal place of business is in Dade City, 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.:

John LaSelva, Vice President of Operations
Tracy de Lemos, Esquire, Vice President and General Counsel
Sumter Electric Cooperative, Inc.
330 South U.S. Highway 301
Sumterville, Florida 33585-0301

E-mail: <u>John.laselva@secoenergy.com</u> <u>tracy.delemos@secoenergy.com</u>

D. Bruce May, Jr., Esquire Holland & Knight LLP 315 S. Calhoun Street, Suite 600 Tallahassee, Florida 32301

E-mail: bruce.may@hklaw.com

FOR WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE, INC.:

David B. Lambert II, Executive Vice President and General Manager

Withlacoochee River Electric Cooperative, Inc.

The Billy E. Brown Corporate Center

14651 21st Street

Dade City, Florida 33523

E-mail: dlambert@wrec.net

Keith C. Smith, Esquire

Taylor English

238 North Massachusetts Avenue

Lakeland, Florida 33801

E-mail: kcsmith@taylorenglish.com

3. SECO and WREC are parties to a territorial agreement dated June 21, 1994, which

the Commission approved in Order No. PSC-94-1484-FOF-EC dated December 2, 1994 (the

"Existing Agreement"). The Existing Agreement delineates the Parties' respective service areas

in Hernando, Citrus, Pasco, and Sumter counties, and has a base term of thirty (30) years. The

base term of the Existing Agreement concluded on December 26, 2024, after which it continues

in force and effect until the Commission order approving it is withdrawn or modified.

4. To best avoid uneconomic duplication of facilities and 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 ("Proposed

Agreement"). 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) of the Florida Administrative Code

("F.A.C."), the territorial boundaries are depicted in the maps attached in Composite Exhibit A,

and written descriptions of the territorial boundaries are set forth in Exhibit B.

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- 5. This Proposed Agreement is contingent upon Commission approval. It has been negotiated for an initial base term of thirty (30) years, and will remain in effect thereinafter until the Commission, by order, modifies or withdraws its approval after proper notice and hearing.
- 6. SECO and WREC have operated under the Existing Agreement for approximately thirty (30) years. Although the Existing Agreement has functioned as intended to mitigate uneconomic duplication of facilities, there have been some instances where both utilities have inadvertently connected customers that are located in the other utility's service territory ("Extraterritorial Customers"). To address those inadvertent connections, Section 2.2.2 of the Proposed Agreement provides for the transfer of certain Extraterritorial Customers to the utility in whose Territorial Area the customer's end use facilities are located. Specifically, under the Proposed Agreement, 42 customers are to be transferred from SECO to WREC (see Agreement, Exhibit C), and 19 customers are to be transferred from WREC to SECO (see Agreement, Exhibit D). In addition, there are 3 Extraterritorial Customers served by SECO in WREC's Territorial Area that will continue to be temporarily served by SECO until WREC can economically and efficiently serve. 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. SECO and WREC believe that their respective Geographic Information System (GIS) mapping systems are now enhanced to clearly identify if requested service is located within or outside either utility's service territory to prevent future inadvertent connections.
- 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 WREC 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, WREC and SECO respectfully request that the Commission grant this

Joint Petition and enter an order approving the Agreement in its entirety.

Respectfully submitted,

/s/Keith Charles Smith

Keith Charles Smith, Esquire Florida Bar No. 620750

Taylor English Duma LLP

238 N. Massachusetts Avenue

Lakeland, FL 33801

Telephone: 689-348-5621

Email: kcsmith@taylorenglish.com

Counsel for Withlacoochee River Electric

Cooperative, Inc.

/s/D. Bruce May, Jr.

D. Bruce May, Jr., Esquire Florida Bar No. 354473

Holland & Knight LLP

315 S. Calhoun Street, Suite 600

Tallahassee, FL 323201 Telephone: 850-224-7000

Email: bruce.may@hklaw.com

Counsel for Sumter Electric Cooperative,

Inc.

ATTACHMENT 1

2025 Territorial Agreement

Sumter Electric Cooperative, Inc. and Withlacoochee River Electric Cooperative, Inc.

AGREEMENT

Section 0.1 - THIS AGREEMENT, made and entered into this ______ day of _______, 2025, by and between WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE, INC., an electric cooperative organized and existing under the laws of the State of Florida (herein called "WREC") and SUMTER ELECTRIC COOPERATIVE, INC., an electric cooperative organized and existing under the laws of the State of Florida (herein called "SECO"). For purposes of this AGREEMENT, SECO and WREC are referred to individually as a "Party" and collectively as "Parties."

WITNESSETH

Section 0.2 WHEREAS, pursuant to chapter 425, Florida Statues, each of the Parties is authorized, empowered and obligated by its corporate charter and the laws of the State of Florida to furnish retail electric service to persons upon request within their respective service areas in Hernando, Citrus, Pasco, and Sumter counties and elsewhere in the State of Florida; and

Section 0.3 WHEREAS, SECO and WREC are parties to a territorial agreement dated June 21, 1994, and approved by the Florida Public Service Commission (the "Commission") in Order No. PSC-94-1484-FOF-EC issued December 2, 1994 (the "Existing Agreement"), which delineated the Parties' respective service areas in Hernando, Citrus, Pasco and Sumter counties; and

- Section 0.4 WHEREAS, the Existing Agreement has a base term of thirty (30) years after which it would continue in effect until withdrawn or modified by Commission order; and
- Section 0.5 WHEREAS, the base term of the Existing Agreement concluded on December 26, 2024; and
- Section 0.6 WHEREAS, the respective retail service areas of the Parties are contiguous in many places and the Parties seek to minimize the costs to their respective customers by avoiding duplication of transmission and distribution facilities; and
- Section 0.7 WHEREAS, the Commission has previously recognized that any such duplication of service facilities may result in needless and wasteful expenditures, and may create hazardous situations; both being detrimental to the public interest; and
- Section 0.8 WHEREAS, the Parties desire to enter into a new territorial agreement to establish territorial boundaries in portions of Hernando, Citrus, Pasco, and Sumter counties in

order to gain further operational efficiencies and customer service improvements while continuing to eliminate circumstances which could cause the uneconomic duplication of service facilities and hazardous situations; and

Section 0.9 WHEREAS, the Commission is empowered by section 366.04(2)(d), Florida Statutes, to approve, monitor and enforce territorial agreements between electric utilities, and has recognized the wisdom of such agreements to avoid unnecessary and uneconomic duplication of electric facilities, and costly disputes over service areas, and that such agreements are in the public interest; and

Section 0.10 NOW, THEREFORE, in consideration of the premises aforesaid, and in consideration of the mutual covenants and agreements herein contained, which shall be construed as being interdependent, the Parties hereto, subject to and upon the terms and conditions set forth herein and Commission approval, do hereby agree as follows:

ARTICLE I

DEFINITIONS

- <u>Section 1.1</u> <u>Customers.</u> As used herein, the term "Customer" shall mean a customer or consumer of either Party.
- Section 1.2 <u>Distribution Lines.</u> As used herein, the term "Distribution Lines" shall mean all lines for the flow of electric energy of either Party having a rating up to, but not including, 69 ky.
- Section 1.3 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 subject to judicial review.
- <u>Section 1.4</u> <u>Existing Customers.</u> As used herein, the term "Existing Customers" shall mean all retail electric customers receiving service on or before the effective date of this Agreement from either Party.
- <u>Section 1.5</u> <u>Express Distribution Feeders.</u> As used herein, an "Express Distribution Feeder" shall mean a three-phase line, at distribution voltage, that transports power through the other Party's Territorial Area but serves no retail load within such Territorial Area.
- Section 1.6 New Customers. As used herein, the term "New Customers" shall mean all retail electric customers applying for service to either WREC or SECO after the Effective Date of this Agreement.

Section 1.7 Point of Use. As used herein, the term "Point of Use" shall mean the geographic location within the Territorial Area of a Party where a customer's end-use facilities consume the electric energy, at which such Party will be entitled to provide retail electric service under this Agreement irrespective of where the customer's meter or the point of connection is located

Section 1.8 SECO Territorial Areas. As used herein, "SECO Territorial Area" shall mean the geographic areas in Hernando, Citrus, Pasco and Sumter counties allocated to SECO by this Agreement as its retail service territory and labeled as "SECO" or "SECO Territorial Area" on the maps contained in Composite Exhibit "A."

<u>Section 1.9</u> <u>Temporary Service Customers.</u> As used herein, the term "Temporary Service Customers" shall mean those temporary customers described in Section 2.2.2.

Section 1.10 Territorial Boundary Lines. As used herein, the term "Territorial Boundary Lines" shall mean the boundary lines and service areas depicted on the maps attached hereto as Composite Exhibit "A," which delineate and differentiate the WREC Territorial Area from the SECO Territorial Area. In addition, as required by Rule 25-6.0440(1)(a) of the Florida Administrative Code, a written description of the territorial areas served is attached as Exhibit "B." If there are discrepancies between the territorial boundary maps and the FDOT county maps in Composite Exhibit A, then the territorial boundary maps would prevail. If there are discrepancies between the territorial boundary maps in Composite Exhibit A and the written descriptions in Exhibit B, then the territorial boundary maps in Exhibit A shall prevail.

<u>Section 1.11</u> <u>Transmission Lines</u>. As used herein, the term "Transmission Lines" shall mean all lines for the flow of electric energy of either Party having a rating of 69 ky or higher.

Section 1.12 WREC Territorial Area. As used herein, "WREC Territorial Area" shall mean the geographic areas in Hernando, Citrus, Pasco, and Sumter counties allocated to WREC by this Agreement as its retail service territory and labeled as "WREC" or "WREC Territorial Area" on the maps contained in Composite Exhibit "A."

ARTICLE II

AREA ALLOCATIONS AND NEW CUSTOMERS

<u>Section 2.1</u> <u>Territorial Allocations.</u> Except as otherwise specifically provided herein, during the term of this Agreement, WREC shall have the exclusive authority to furnish retail

electric service to any Customer whose Point of Use is located within the WREC Territorial Area, and SECO shall have the exclusive authority to furnish retail electric service to any Customer whose Point of Use is located within the SECO Territorial Area.

Section 2.2 Service to New Customers. The Parties agree that neither of them will 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 elsewhere in 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. With respect to new residential customers, the Parties recognize that in some such instances, the information needed to locate the various points of the New Customer's usage in relation to the Territorial Boundary Line with reasonable certainty may be unavailable or difficult to determine, and agree that in such event the Party with the greater portion of the New Customer's property in its service area shall be entitled to serve all of such New Customer's usage if the relinquishment of load is equitable to the relinquishing Party.

The Parties recognize that exceptional circumstances, economic constraints, good engineering practices, and system planning may indicate that a customer should not be immediately serviced by the Party in whose Territorial Area the Customer's Point of Use is located, until some time in the future. In such an event, a Party may, in its discretion, request the other Party to provide service to the New Customer on an interim basis. Such request shall be made in writing and the other Party shall promptly notify the requesting Party of its election, in its sole discretion, to either accept or to decline the request. Notice of the interim service agreement shall be jointly sent by the Parties hereto to the Commission. If the request is accepted, the Party providing interim service shall be deemed to do so only on behalf of the requesting Party, who shall remain entitled to serve the New Customer to the same extent as if it had provided service in the first instance. At such time as the requesting Party elects to begin providing service directly to the New Customer, after reasonable written notice to the other Party, such other Party shall cease providing interim service and the requesting party shall, thereafter, furnish service to the New Customer.

In the event that a New Customer or 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 such a request or application shall refer the New Customer or prospective New Customer to the other Party with citation to this Agreement as approved by the Commission, and shall notify the other Party of such request or application. Thereafter, the Parties shall abide by the rights and obligations and Territorial Areas assigned to them under this Agreement, and no attempt, permanent or temporary, shall be made to provide service to such customer, except in accordance with this Agreement, or until an order of the Commission is entered, after notice and hearing, that would change the rights and obligations of the Parties.

Section 2.2.1 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 2.2.2 Present Temporary Service Customers. All Temporary Service Customers identified by the Parties as of the Effective Date of this Agreement currently served by SECO and subject to transfer to WREC are listed by service address and account number in Exhibit "C." The Temporary Service Customers currently served by WREC and subject to transfer to SECO pursuant to this Agreement are listed by service address and account number in Exhibit "D" hereto. Notwithstanding the provisions in this section, the Parties recognize that economic constraints and prudent engineering practices presently indicate that three (3) customers in WREC's territory that are currently served by SECO should continue to be served by SECO until such time as WREC can economically and effectively provide service. Those 3 customers that are not be subject to transfer at this time have been marked with an asterisk (*) in bold font in Exhibit C.

Section 2.3 <u>Discontinuation of Temporary Service</u>. 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.

Section 2.4 Bulk Power for Resale. Nothing herein shall be construed to prevent either Party from providing a bulk power supply for resale purposes as defined in the Final Judgment, dated August 19, 1971, in <u>United States of America v. Florida Power Corporation and Tampa Electric Company</u>, United States District Court for the Middle District of Florida, Case No. 68-297-CIV-T, regardless of where such other electric utility or person may be located. Further, no other section or provision of this Agreement shall be construed as applying to a bulk power supply for resale purposes as defined in the aforesaid Final Judgment.

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, the Parties intend for all Temporary Service Customers to be transferred to the Party in whose Territorial Area such customers are located at the earliest practical time, consistent with prudent utility practices, including cost effectiveness and system design engineering, and reasonable customer notice.

Section 3.2 <u>Transfer Notice.</u> In accordance with Rule 25-6.0440(1)(d) of the Florida Administrative Code, 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.

Section 3.3 Compensation for Transferred Customers and Facilities.

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

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 <u>Transfer Instruments.</u> 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 transfers among and between SECO and WREC may be subject to approval and release from security documents by the United States of American Department of Agriculture Rural Utilities Service ('RUS") or other lenders. All assets are subject to RUS approval if the aggregate value of assets sold, leased, or transferred in any 12-month period is more than 10 percent of the borrower's net utility plant prior to the transaction for distribution borrowers.

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; determine the compensation for transferred facilities; and 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 3.6 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, as of the Effective Date of this Agreement. 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.

ARTICLE IV

OPERATION AND MAINTENANCE

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

Section 4.2 Express Distribution Feeders. Either Party may erect and/or operate Express Distribution Feeders in the Territorial Area of the other Party; PROVIDED, HOWEVER, that the Party shall construct, operate and maintain said Express Distribution Feeders in a safe manner so as to minimize any interference with the operation of the other Party's facilities, and further provided that such Express Distribution Feeders shall not be used to allow a third party electric utility to serve customers in a Party's Territorial Area.

Section 4.3 <u>Transmission Lines</u>. Either Party may erect and/or operate Transmission Lines in the territorial area of the other Party; PROVIDED, HOWEVER, that the Party shall construct, operate, and maintain said Transmission Lines in a safe manner so as to minimize any interference with the operation of the other Party's facilities.

ARTICLE V

PREREQUISITE APPROVAL

Section 5.1 Florida Public Service Commission. The provisions of this Agreement are subject to the regulatory authority of the Commission, and appropriate approval by that body of the provisions of this Agreement shall be a prerequisite to the validity and applicability hereof and neither Party shall be bound hereunder until that approval has been obtained. Each Party irrevocably and unconditionally consents to and requests the Commission to approve this Agreement. In addition, the Parties agree to jointly petition the Commission to resolve any dispute concerning the provisions of this Agreement or the Parties' performance under this Agreement. If the Commission does not approve this Agreement, it shall be of no force and effect whatsoever.

Section 5.2 <u>Liability in the Absence of Approval.</u> In the event approval pursuant to Section 5.1 is not obtained, neither Party will have any cause of action against the other arising under this Agreement.

ARTICLE VI

DURATION

Section 6.1 Term. This Agreement shall continue and remain in effect for thirty (30) years and shall continue thereafter until the Commission or its successor with appropriate jurisdiction, by order, modifies or withdraws its approval of this Agreement after proper notice and hearing. The parties recognize that the Commission or its successor, with appropriate jurisdiction, has continuing jurisdiction over this Agreement, and upon proper petition pursuant to Florida law, including, but not limited to, sections 366.04(2)(d) and (e), Florida Statutes, may modify its order approving this Agreement.

ARTICLE VII

CONSTRUCTION OF AGREEMENT

Section 7.1 Intent and Interpretation. The purpose and intent of this Agreement shall be, and this Agreement shall be interpreted and construed, to further the policy of the State of Florida to actively regulate and supervise the service areas of all electric utilities, to supervise the planning, development and maintenance of a coordinated electric power grid, to avoid the uneconomic duplication of generation, transmission and distribution facilities, and to encourage territorial agreements between and among electric utilities.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Entire Agreement. Regardless of any other terms or conditions that may have been discussed during the negotiations leading up to the execution of this Agreement, the only terms or 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 hereto unless the same shall be in writing attached hereto, signed by both Parties, and approved by the Commission.

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

Section 8.3 Notices. Notices given hereunder shall be deemed to have been given to WREC if mailed by Certified Mail, postage prepaid, to:

General Manager Withlacoochee River Electric Cooperative, Inc. P.O. Box 278 Dade City, Florida 33526-0278

and to SECO if mailed by Certified Mail, postage prepaid, to:

General Manager Sumter Electric Cooperative, Inc. P.O. Box 301 Sumterville, Florida 33585-0301

Such address to which such notice shall be mailed may be, at any time, changed by designating such new address and giving notice thereof in writing in the manner as herein provided.

Section 8.4 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, this Agreement has been caused to be executed in triplicate by Withlacoochee River Electric Cooperative, Inc. in its name by its Vice President, and its Corporate Seal hereto affixed by the Secretary of the Cooperative, and by Sumter Electric Cooperative, Inc., in its name by its President, and its Corporate Seal hereto affixed by the Secretary of the Cooperative, on the day and year first above written; and one of said triplicate copies has been delivered to each of the Parties hereto.

ATTEST:	WITHLACOCHEE RIVER ELECTRIC COOPERATIVE, INC.
By: Cond vall	By: Aun of amb p
The state of the s	DAULD B. LAMBERT

As its Secretary	As its Vice President
(SEAL)	
By: Joyce Anderson Name: Toyce Anderson As its Secretary	SUMTER ELECTRIC COOPERATIVE, INC. By: Jews de Jews Name: Tracy de Lemos As its President P, General Cansel
(SEAL)	
APPROVED: Order No. Florida Public Servic Commission	Date

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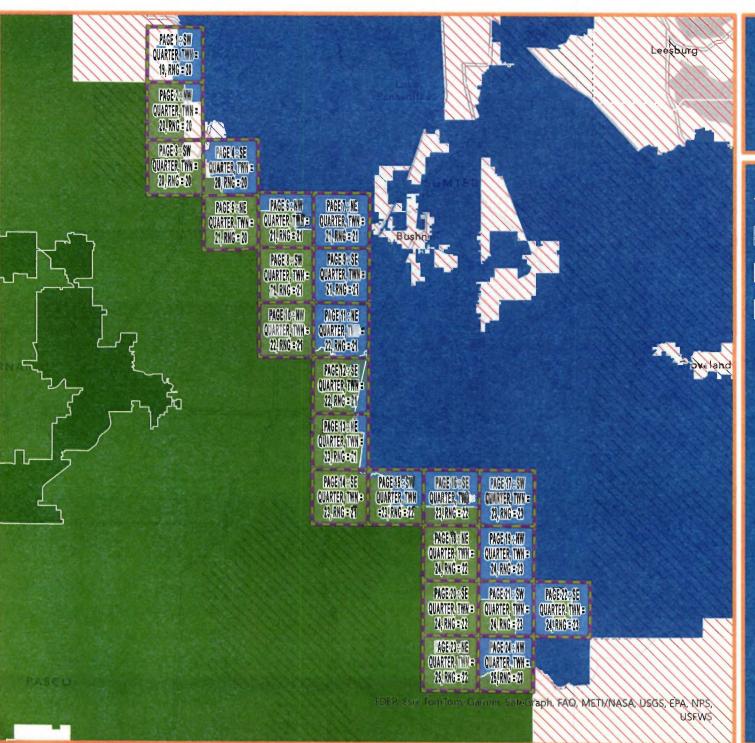
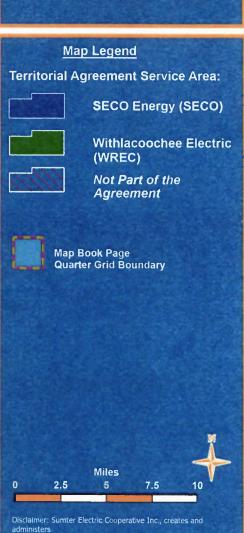


EXHIBIT "A": SECO & WREC TERRITORIAL BOUNDARY MAP

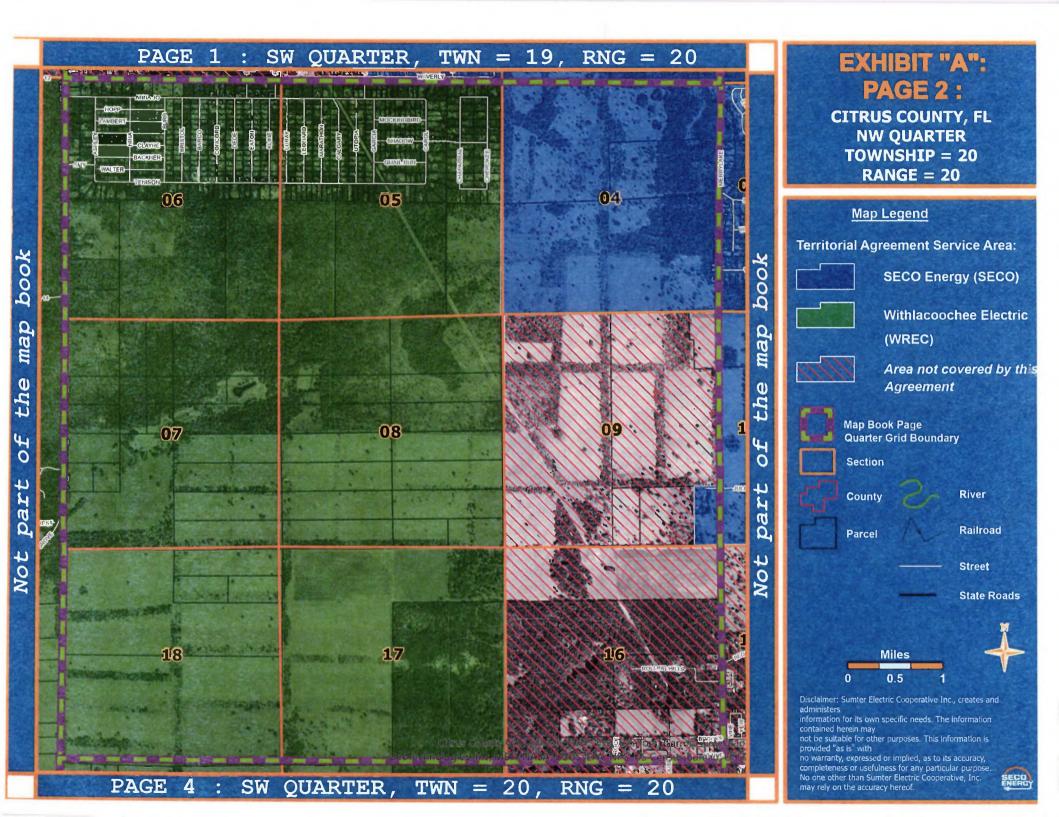


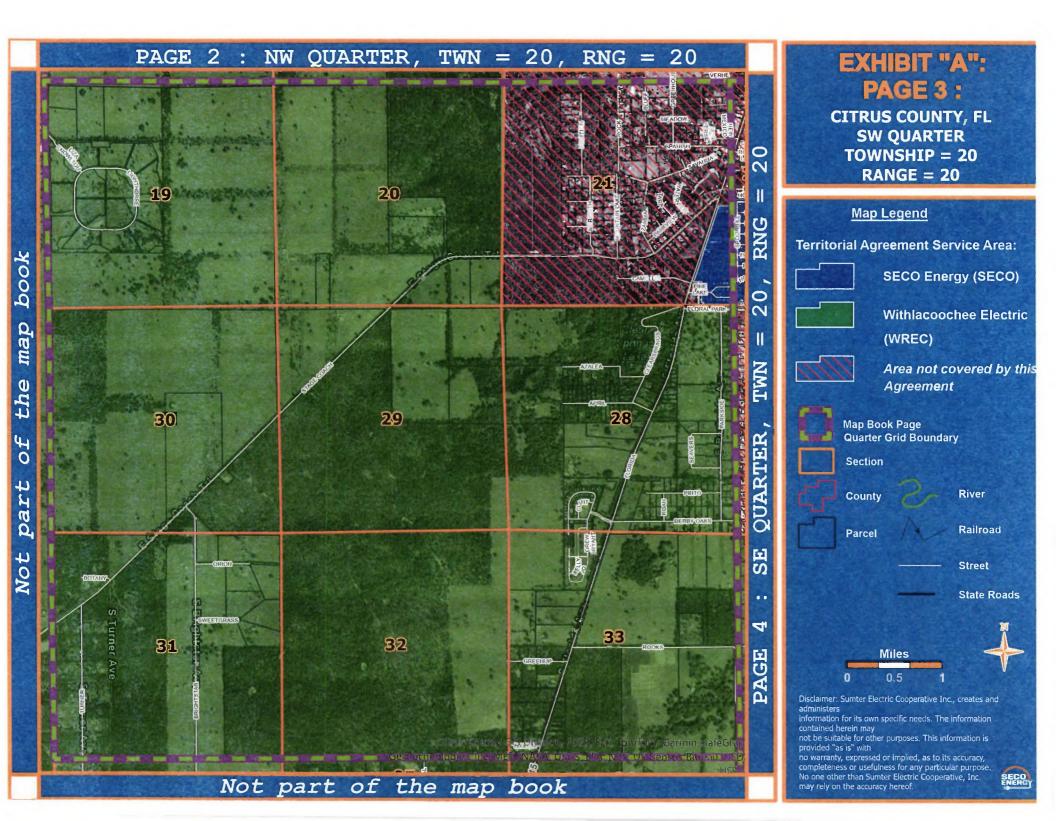
information for its own specific needs. The information contained herein may

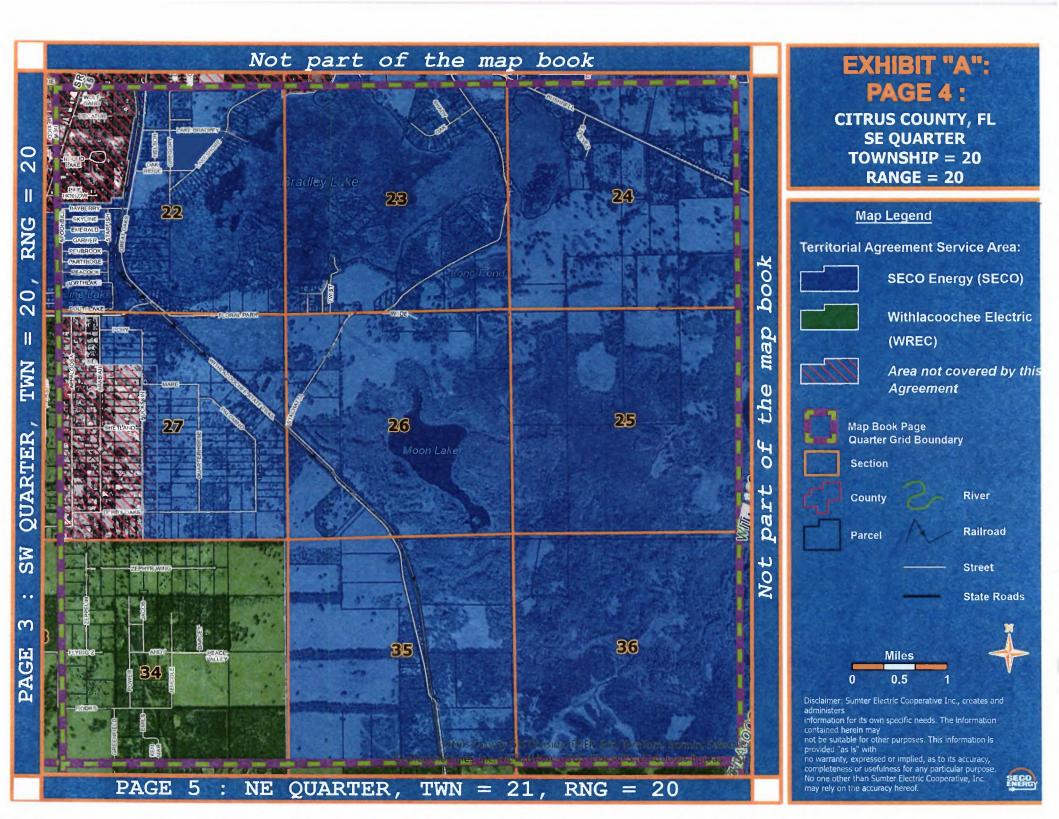
not be suitable for other purposes. This information is provided "as is" with

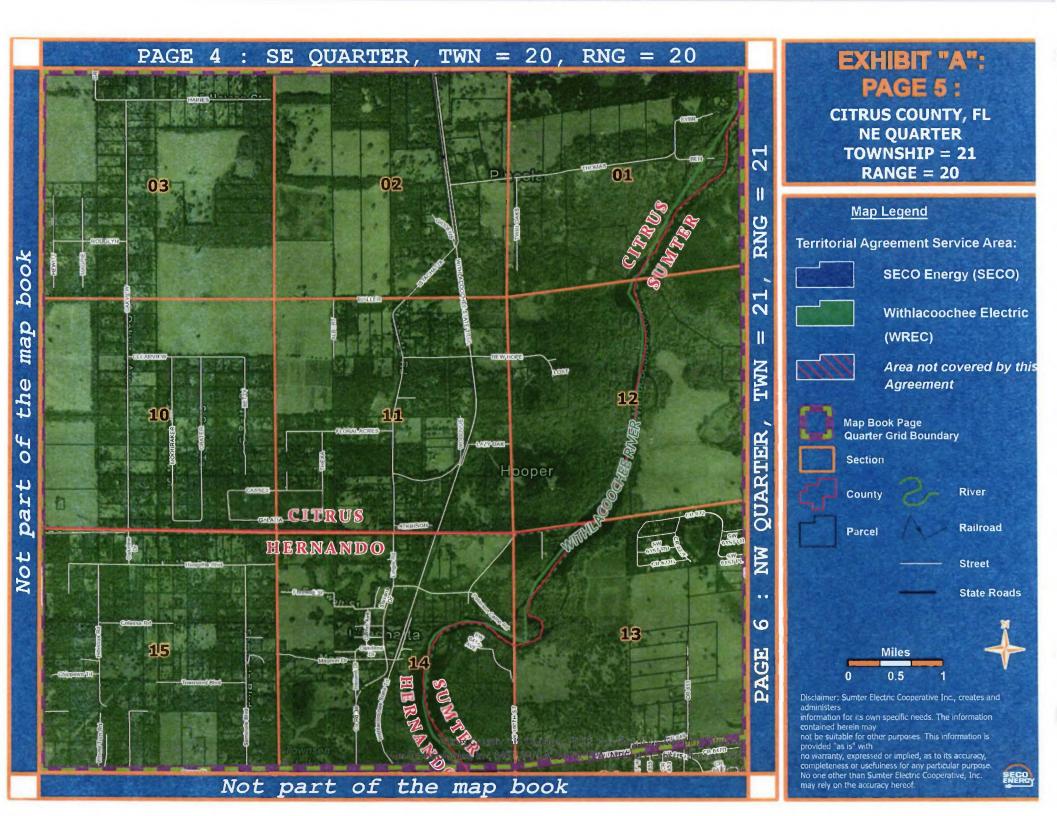
no warranty, expressed or implied, as to its accuracy, completeness or usefulness for any particular purpose No one other than Sumter Electric Cooperative, Inc. may rely on the accuracy hereof.

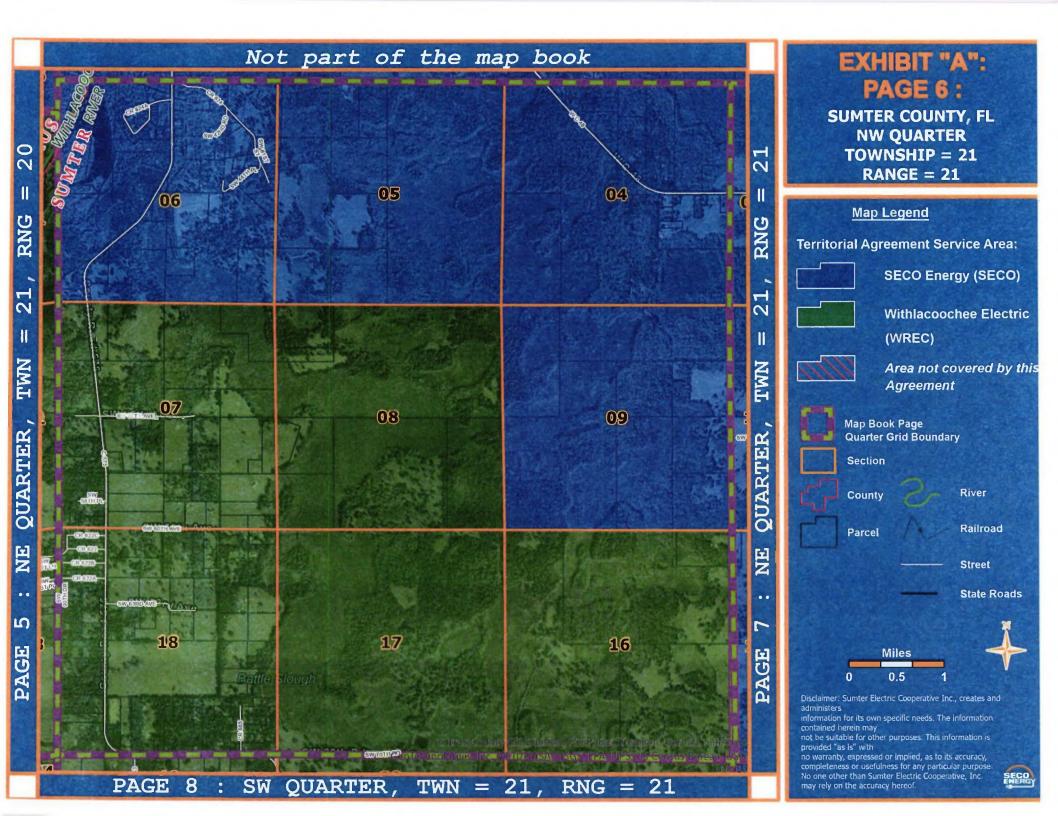


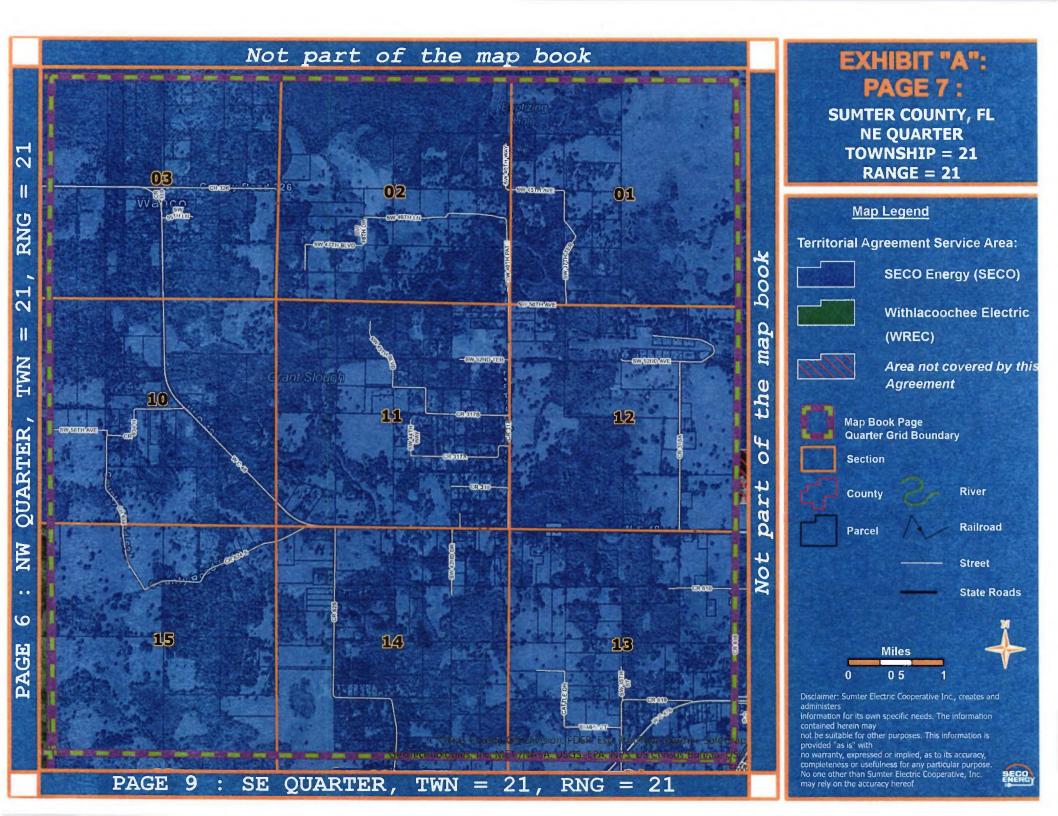


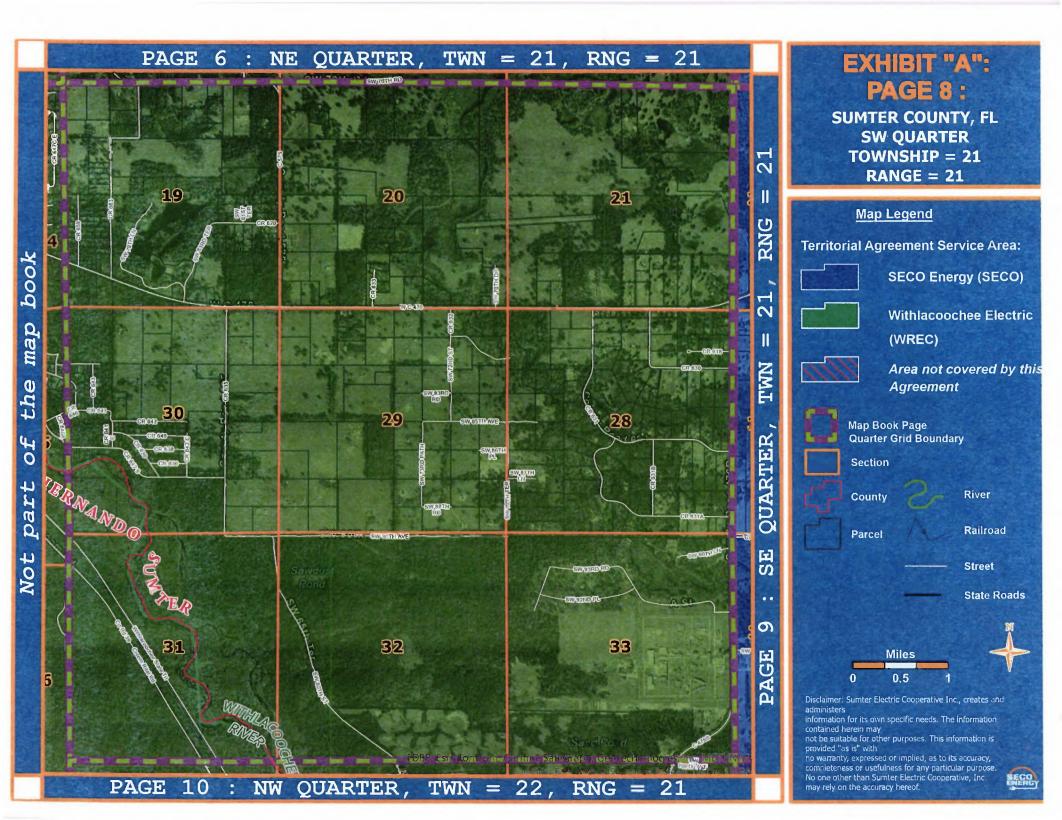


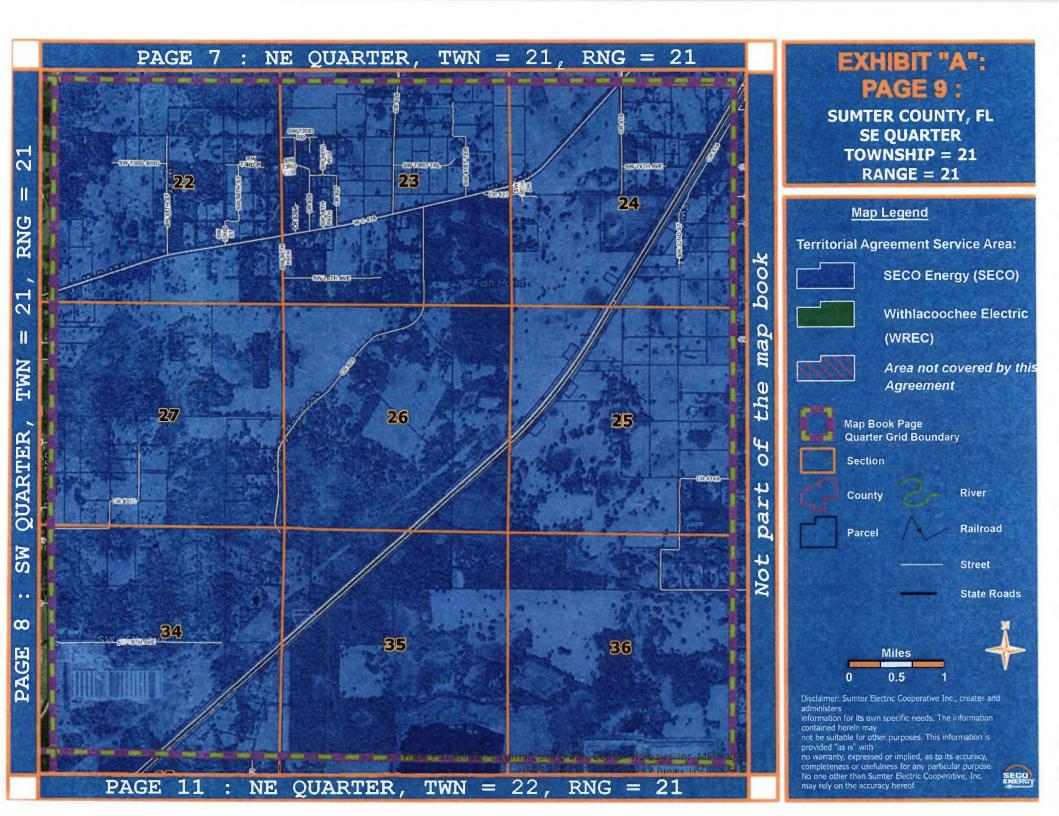


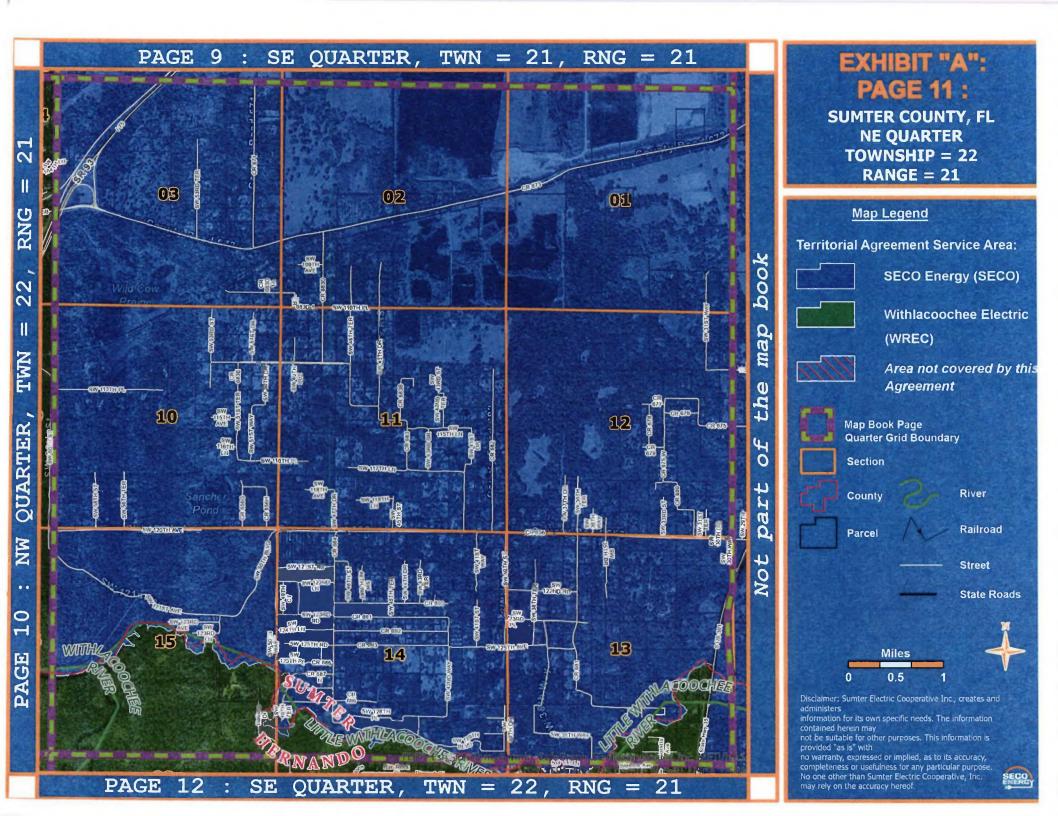


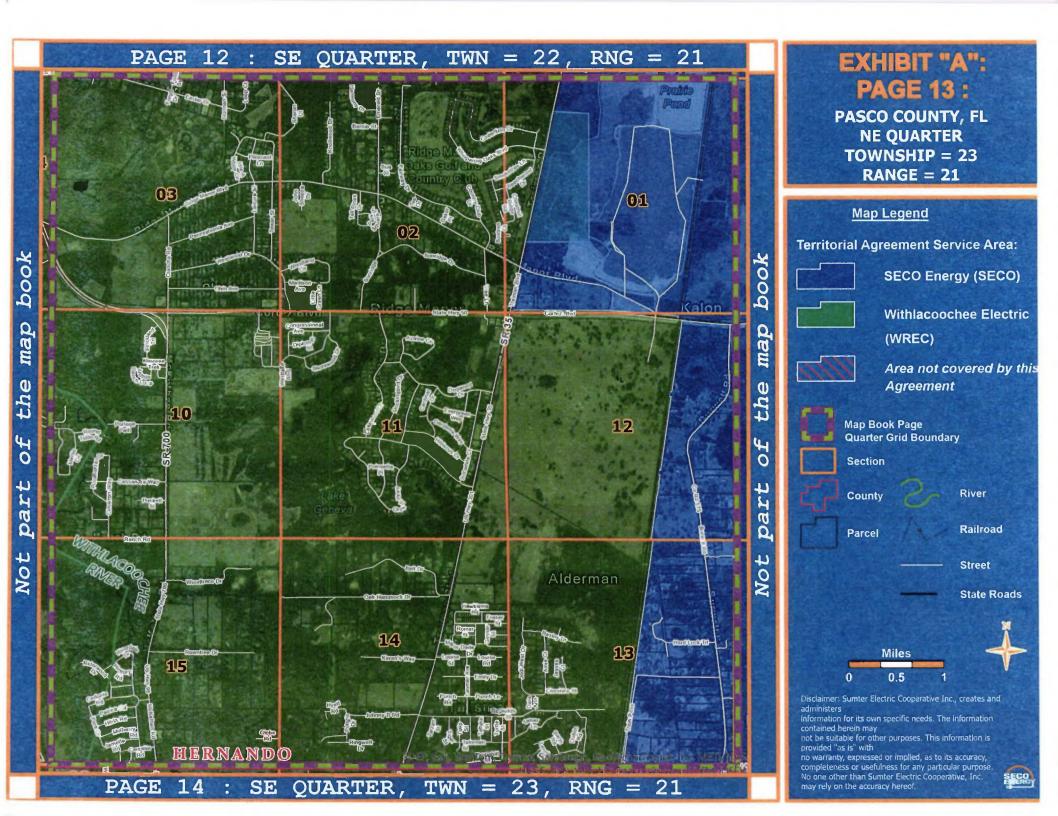


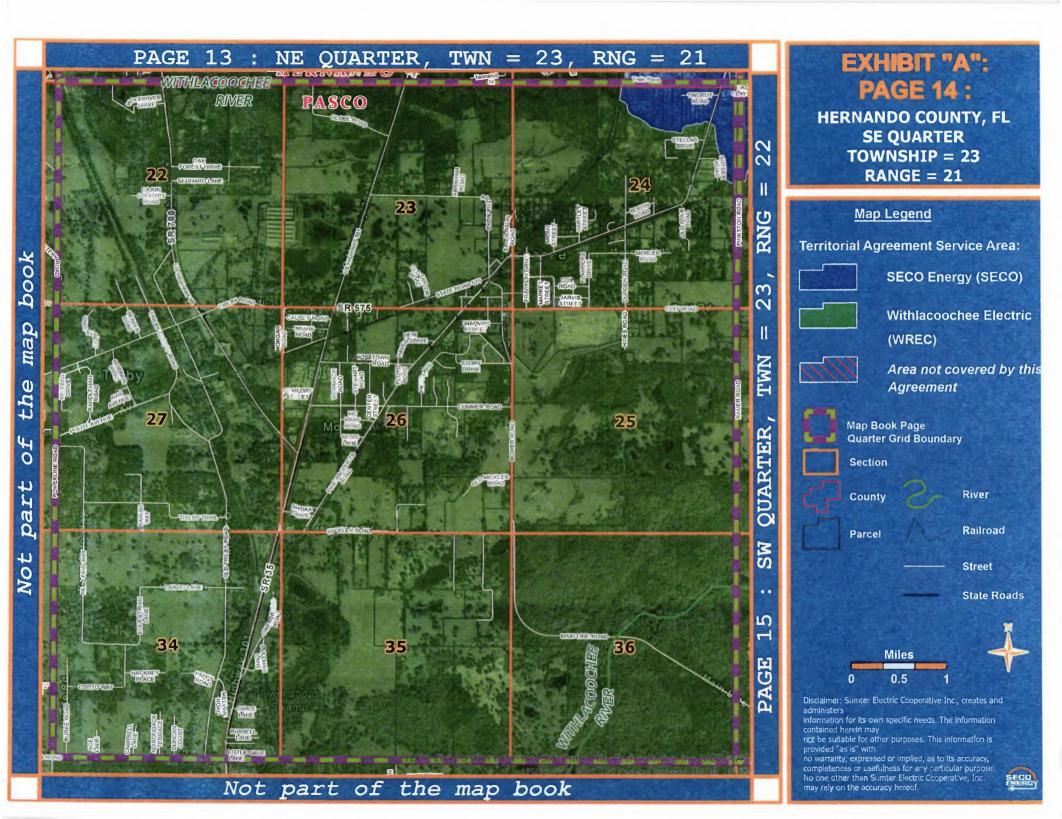


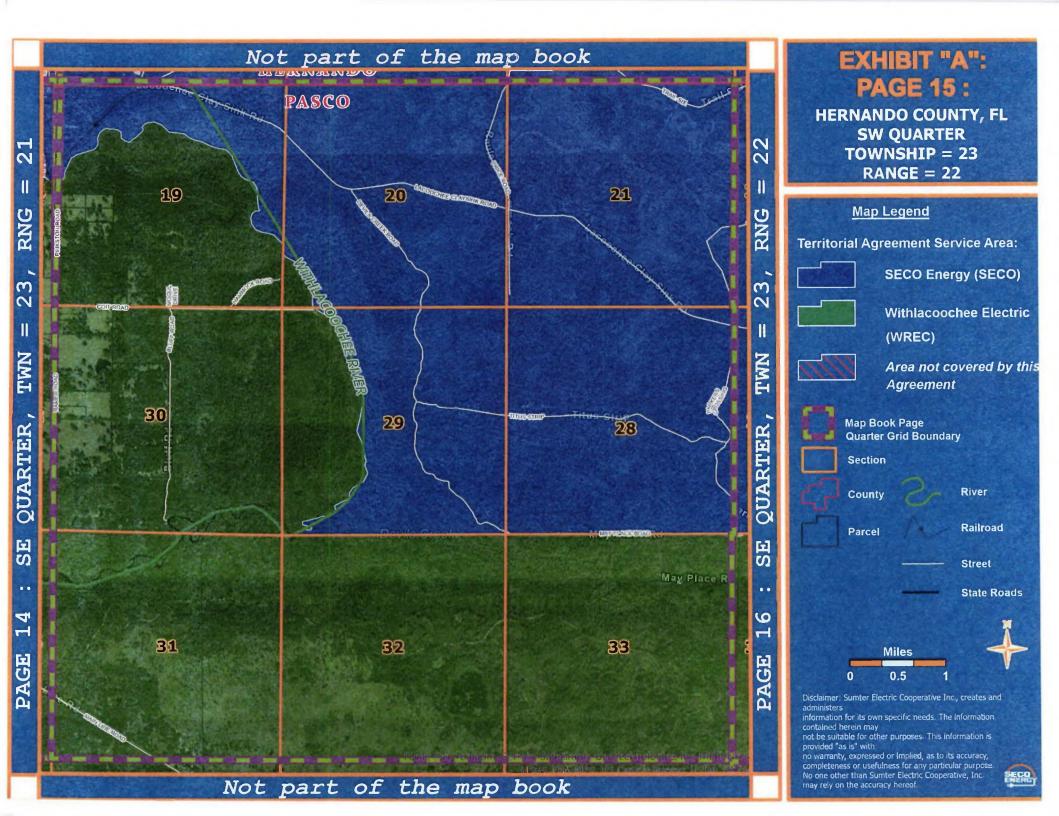


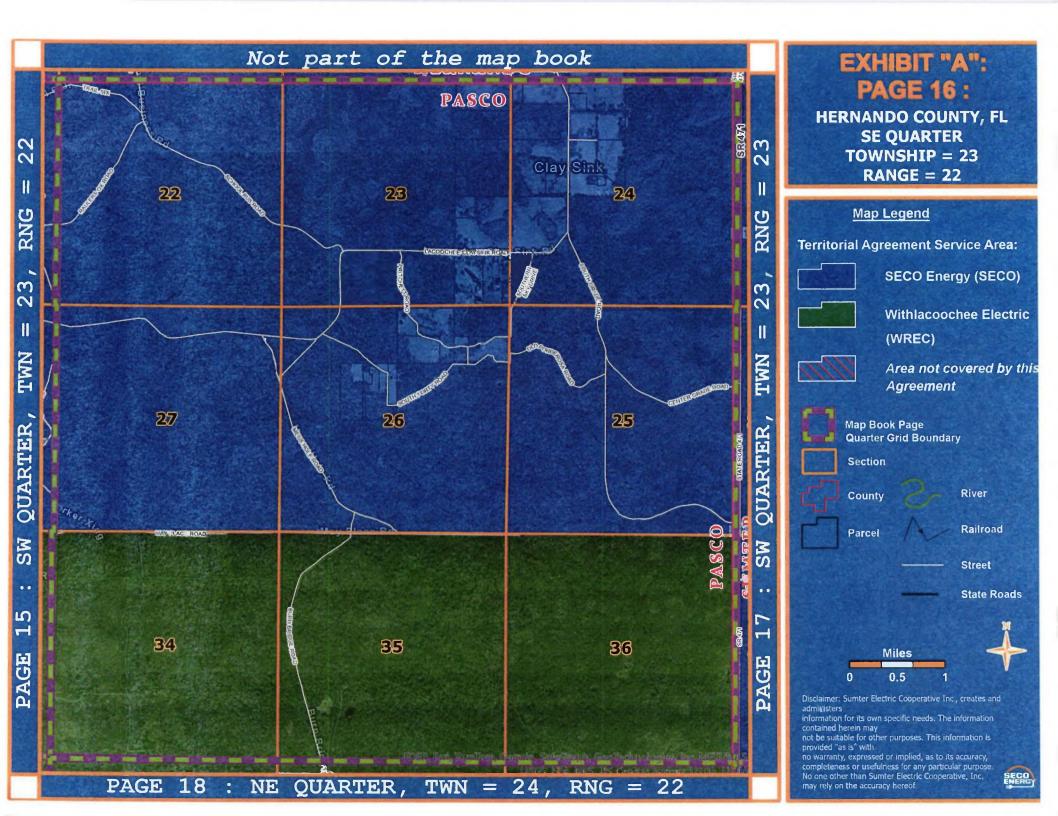


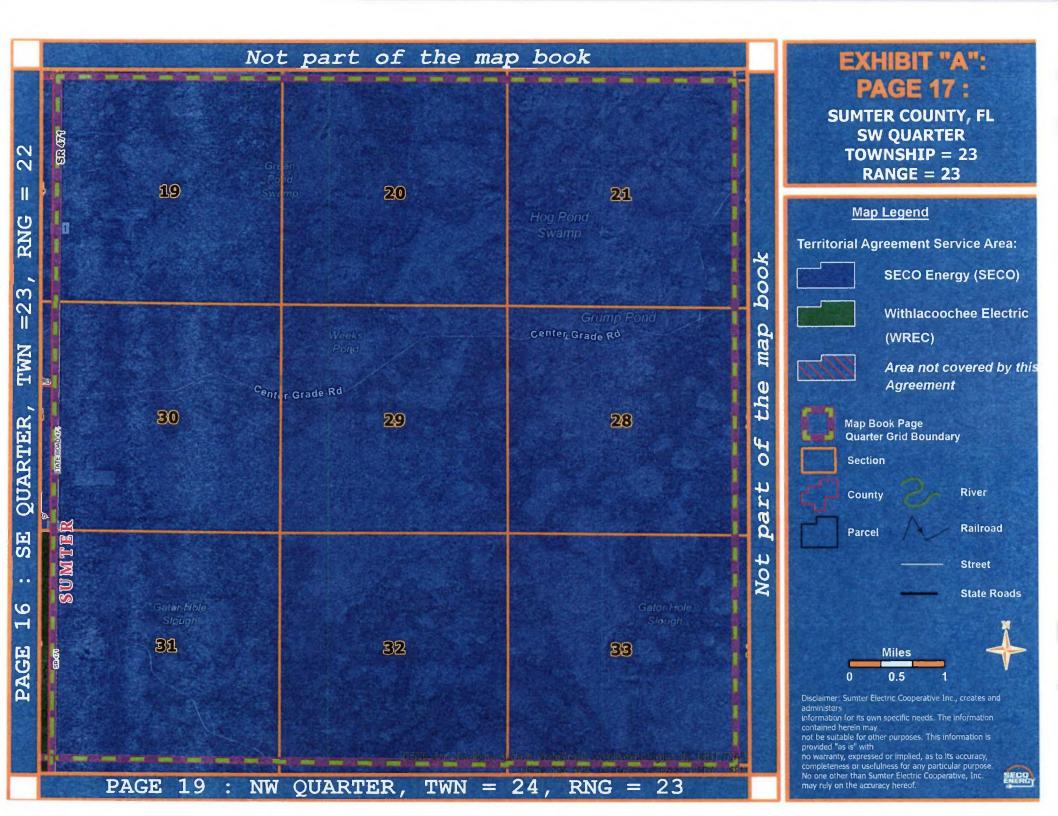


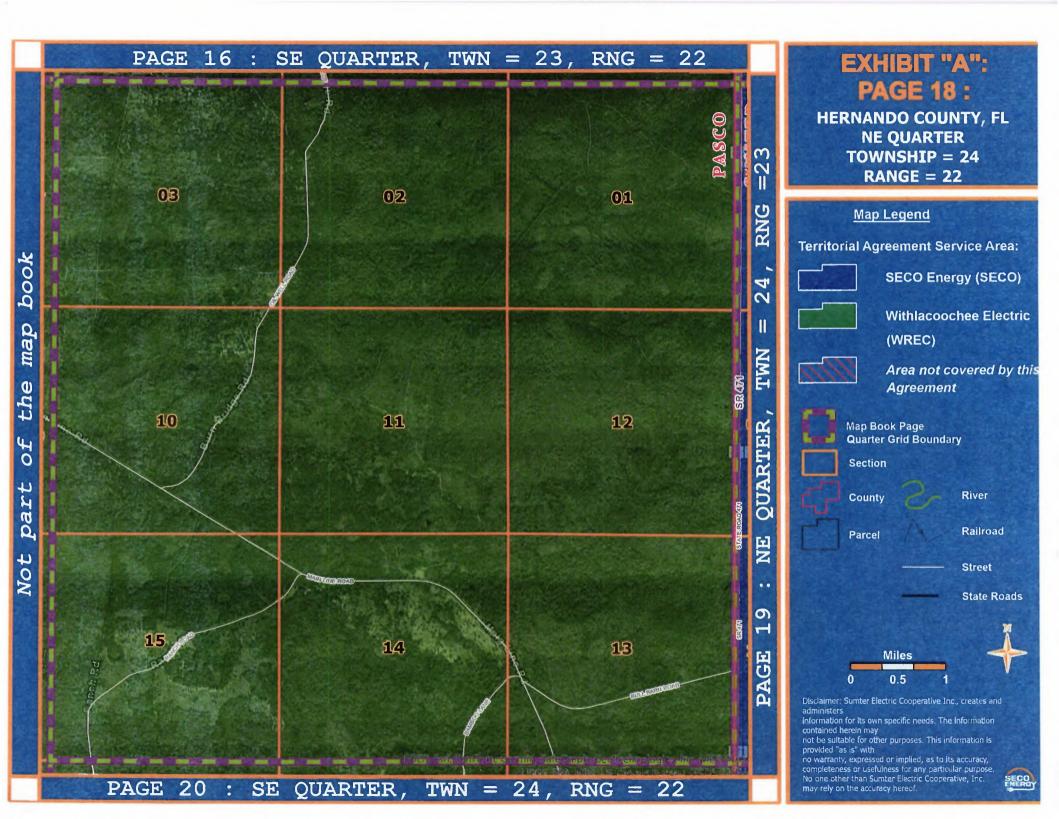


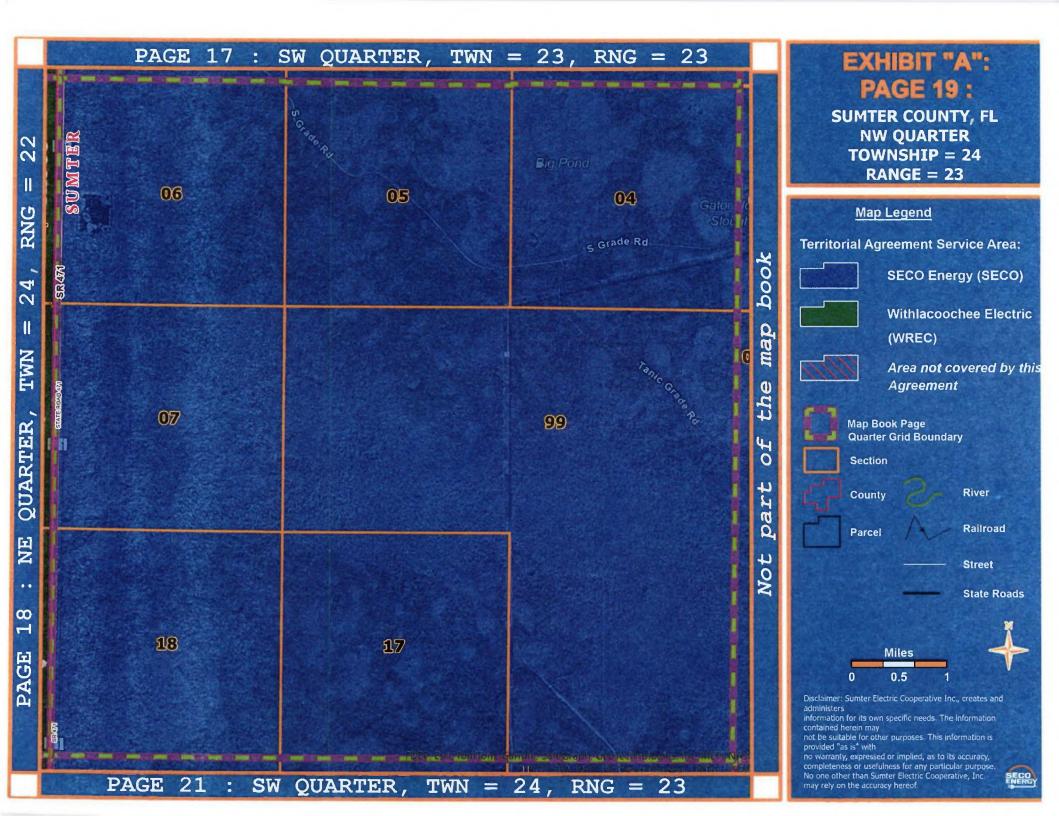


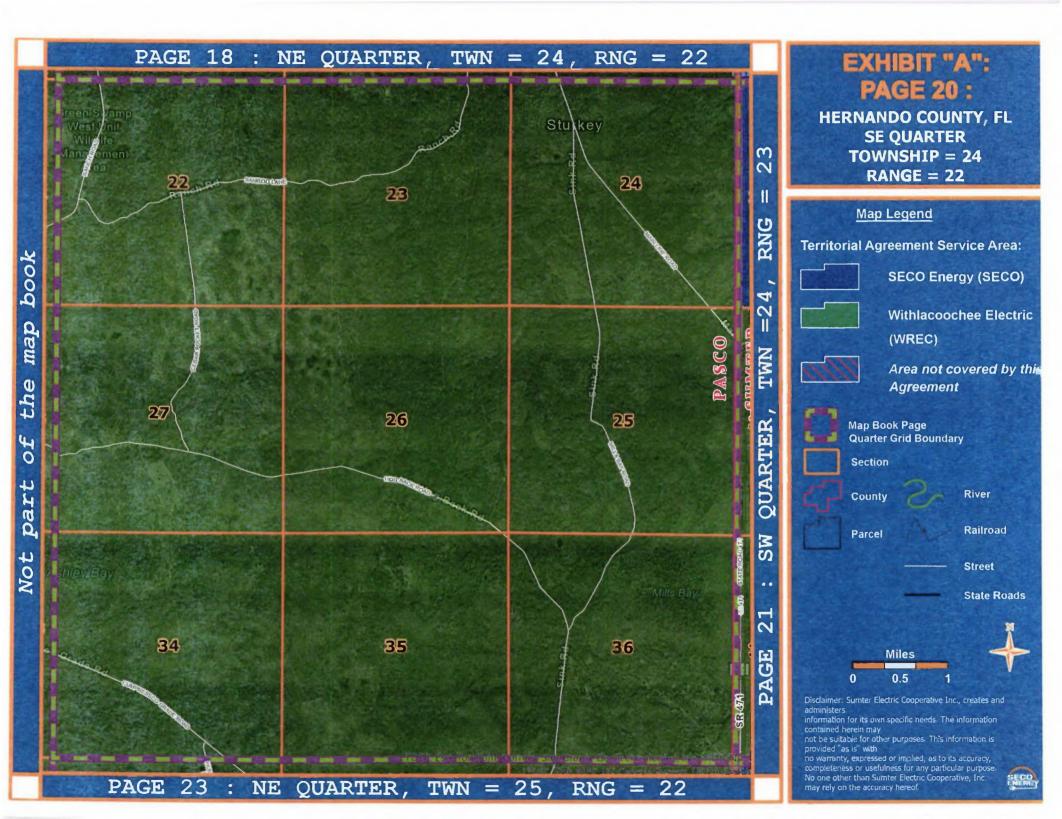


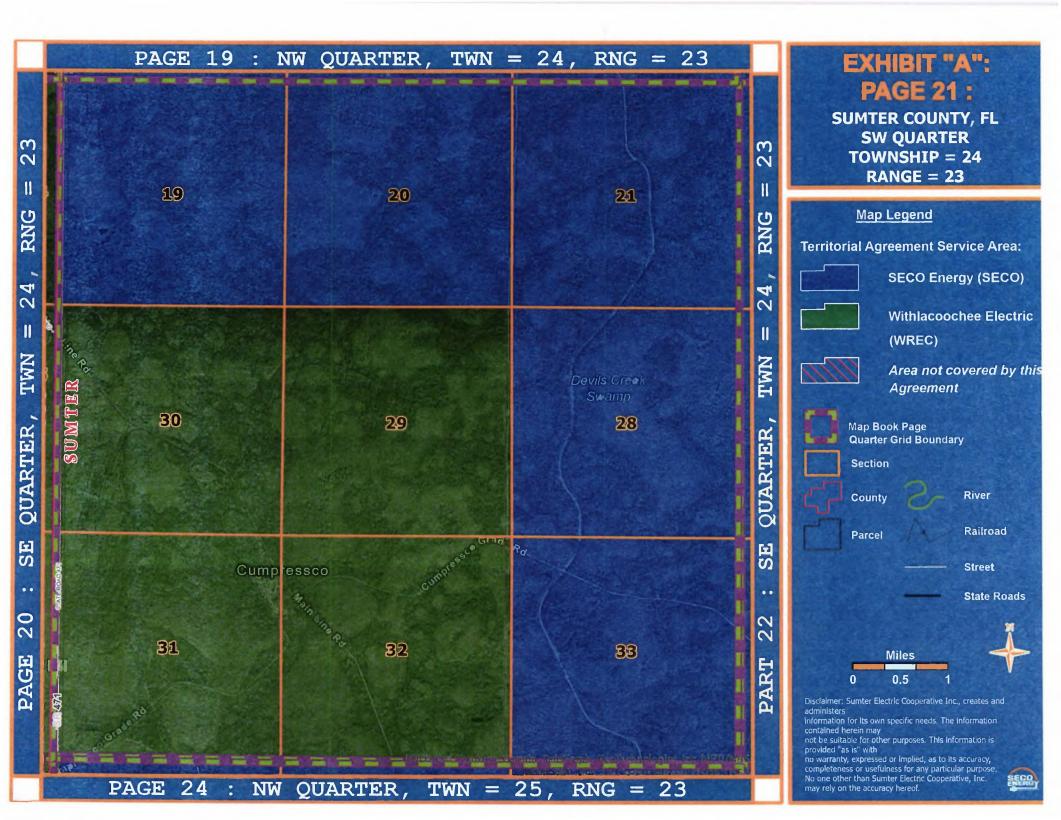


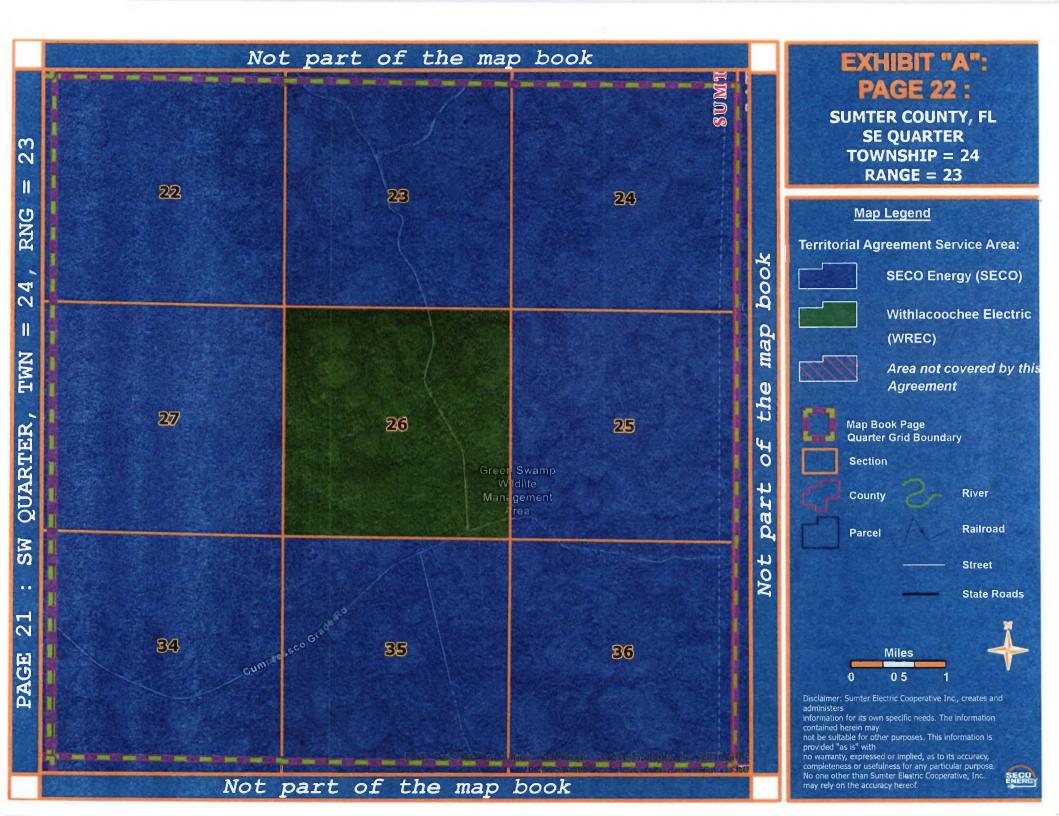














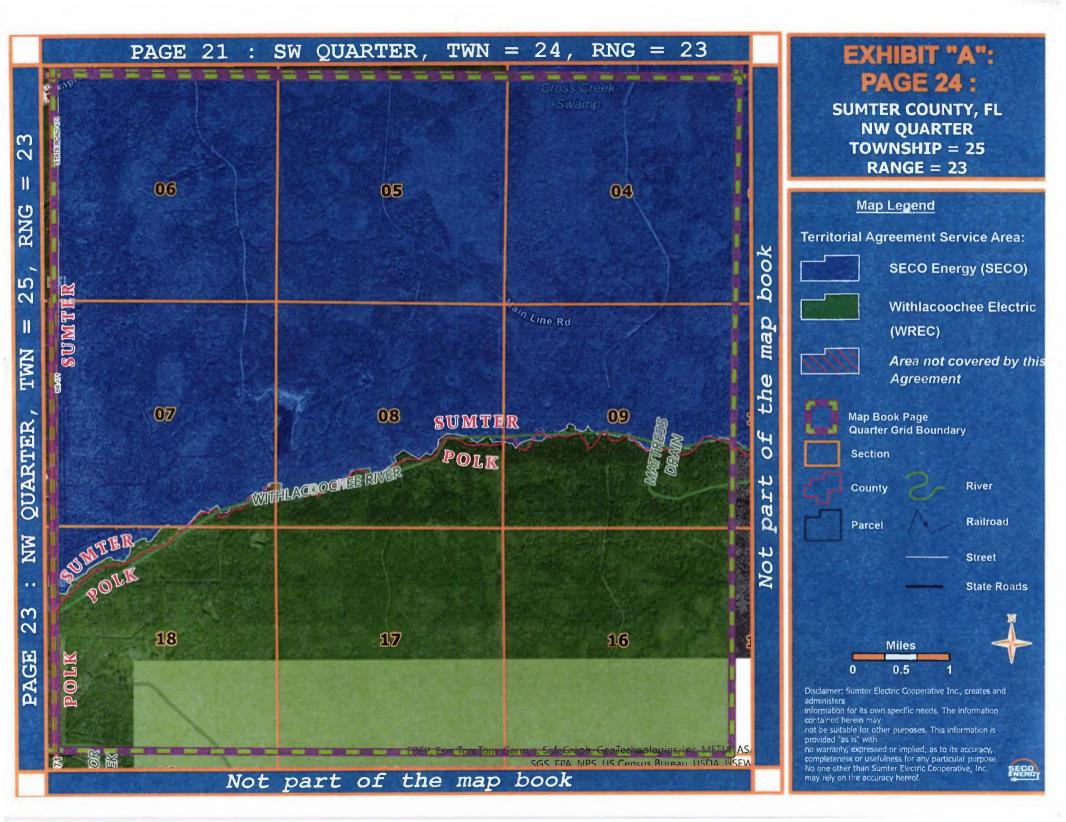


EXHIBIT A Map Page	Quarter	Township, Range	Section(s)	Description/Notes
1	SW	T19, R20	20, 29, & 32	SECO serves the East part of the sections. The rest of the sections are not part of the agreement.
1	SW	T19, R20	30	SECO serves most of the NE quarter The rest of the sections are not part of the agreement.
1	SW	T19, R20	19 & 31	These sections are not part of the agreement.
2	NW	T20, R20	4	SECO Energy serves the entire section.
2	NW	T20, R20	5, 6, 7, 8, 17 & 18	Withlacoochee Electric Coop. serves the entire sections.
2	NW	T20, R20	9	SECO serves the SE quarter of this section. The rest of the section is not part of the agreement.
2	NW	T20, R20	16	This is not part of the agreement.
3	SW	T20, R20	21	SECO serves the part of the East quarter of this section. The rest of the section is not part of the agreement.
3	SW	T20, R20	28	This section is WREC Service Territory. SECO Inadvertent services at the NE ¼ corner.
3	SW	T20, R20	19, 20, 29, 30, 31, 32 & 33	WREC serves the entire sections.
4	SE	T20, R20	22 & 27	SECO serves most of the section to the East. The rest of the sections are not part of the agreement.
4	SE	T20, R20	34	WREC serves the entire section.
4	SE	T20, R20	23, 24, 25, 26, 35 & 36	SECO serves the entire sections.
5	NE	T21, R20	1, 2, 3, 10, 11, 12, 13, 14 & 15	WREC serves the entire sections.
6	NW	T21, R21	4, 5, & 9	SECO serves the entire sections.

^{*} 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	NW	T21, R21	6	This section is SECO Energy service territory. WREC serves an area at the SW corner West and East of CR 575, and per mutual agreement those services will be transferred to SECO Energy.
6	NW	T21, R21	16	This section is WREC Service Territory. SECO serves 3 members. There are 4 parcels in the entire section; M16-005, M16-001, M16-003 & M16-004 SECO's equipment is in the North 3/4 of section. Inadvertent services.
6	NW	T21, R21	7, 8, 16, 17 & 18	WREC serves the entire sections.
7	NE	T21, R21	1, 2, 3, 10, 11, 12, 13, 14 & 15	SECO serves the entire sections.
8	SW	T21, R21	19, 20, 21, 28, 29, 30, 31, 32 & 33	WREC serves the entire sections.
9	SE	T21, R21	22, 23, 24, 25, 26, 27, 34, 35 & 36	SECO serves the entire sections.
10	NW	T22, R21	4	This section is WREC Service Territory. SECO serves the E 1/2 of the NE 1/4 of section, West of Highway I-75 and East of CR 476 B. Per mutual agreement those services will be transferred to WREC.
10	NW	T22, R21	5, 6, 7, 8, 9, 16, 17 & 18	WREC serves the entire sections.
11	NE	T22, R21	1, 2, 3, 10, 11 & 12	SECO serves the entire section.
11	NE	T22, R21	13	SECO serves most of the sections North of Little Withlacoochee River and East of US Highway 301. WREC serves the rest 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
11	NE	T22, R21	14	SECO serves most of the sections North of Little Withlacoochee River. WREC serves the rest of the section.
11	NE	T22, R21	15	SECO serves part of the North of section, North of Withlacoochee River, and part of the SE, East of Right-of-way Nations Rd. (Fussel Estates Subdivisions)
12	SE	T22, R21	23	WREC serves most of the section. SECO serves at the NE corner parcels; R23A048, R23A044, R23A047.
12	SE	T22, R21	24	SECO serves North of Little Withlacoochee River and East of US Highway 301 of section. WREC serves the rest of the section.
12	SE	T22, R21	25 & 36	SECO serves the East of US Highway 301, of sections. WREC serves the West of US Highway 301 of sections.
12	SE	T22, R21	22, 26, 27, 34 & 35	WREC serves the entire sections.
13	NE	T23, R21	1	SECO serves the East of US Highway 301 of section. WREC serves the West of US Highway 301 of section.
13	NE	T23, R21	12 & 13	SECO serves from the East Half of Seaboard Coast Line RR Parcel # R12 423 21 0000 0100 0000 of sections. WREC serves from the West Half of Seaboard Coast Line RR sections.
13	NE	T23, R21	2, 3, 10, 11, 14 & 15	WREC serves the entire sections.
14	SE	T23, R21	24	Part of the NE ¼ of section, North of Withlacoochee River is SECO service territory. WREC serves that area and per mutual agreement those services will be transferred to SECO Energy. WREC serves the rest of the sections, South of Withlacoochee River.

^{*} 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	SE	T23, R21	22, 23, 25, 26, 27, 34, 35 & 36	WREC serves the entire sections.
15	SW	T23, R22	19	SECO serves part of the section North of Withlacoochee River. WREC serves the rest of the sections South of Withlacoochee River.
15	SW	T23, R22	20	SECO serves most of the section North of Withlacoochee River. WREC serves South of Withlacoochee River, SW of section.
15	SW	T23, R22	29	SECO serves most of the section, East of Withlacoochee River. WREC serves West of Withlacoochee River, of the section.
15	SW	T23, R22	21 & 28	SECO serves the entire sections.
15	SW	T23, R22	30, 31, 32 & 33	WREC serves the entire sections.
16	SE	T23, R22	22, 23, 24, 25, 26 & 27	SECO serves the entire sections.
16	SE	T23, R22	34, 35 & 36	WREC serves the entire sections.
17	SW	T23, R23	19, 20, 21, 28, 29, 30, 31, 32 & 33	SECO serves the entire sections.
18	NE	T24, R22	1, 2, 3, 10 11, 12, 13, 14 & 15	WREC serves the entire sections.
19	NW	T24, R23	4, 5, 6, 7, 17 & 18	SECO serves the entire sections.
19	NW	T99, R99	1	SECO serves the entire section.
20	SE	T24, R22	22, 23, 24, 25, 26, 27, 34, 35 & 36	WREC serves the entire sections.

^{*} 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	
21	SW	T24, R22	19, 20 21, 28 & 33	SECO serves the entire sections.	
21	SW	T24, R23	29, 30, 31 & 32	WREC serves the entire sections.	
22	SE	T24, R23	26	WREC temp serve.	
22	SE	T24, R23	22, 23, 24, 25, 27, 34, 35 & 36	SECO serves the entire sections.	
23	NE	T25, R22	1, 2, 3, 10 11, 12,13, 14 & 15	WREC serves the entire sections.	
24	NW	T25, R23	4, 5 & 6	SECO serves the entire sections.	
24	NW	T25, R23	7, 8, 9 & 18	SECO serves part of sections North of Withlacoochee River. WREC serves the rest of the sections South of Withlacoochee River.	
24	NW	T25, R23	16 & 17	WREC serves the entire sections.	

^{*} 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 C SECO Energy Services Transferring to Withlacoochee Electric Utility

Line	Service Location Address	Additional Lighting Services
		Additional Lighting Services
1	10210 SW 60 TER, BUSHNELL, FL 33513	
3	6224 SW 103RD LANE, BUSHNELL, FL 33513	
	10347 SW 60TH TER, BUSHNELL, FL 33513	4. FOr One of Dettern Light (Astion)
4	6117 SW 104 RD, BUSHNELL, FL 33513	1: 52w Open Bottom Light (Active)
5	10202 SW 60TH-AG BLDG, BUSHNELL, FL 33513	
6	6128 SW 103 LANE, BUSHNELL, FL 33513	1: 100w Open Bottom Light (Active)
7	6134 CR 669, BUSHNELL, FL 33513	1: 100w Open Bottom Light (Active)
8	6164 SW 103 LANE, BUSHNELL, FL 33513	1: 250w Ultraflood (Active)
9	10131 CR 476B, BUSHNELL, FL 33513	
10	6156 SW 103 LANE, BUSHNELL, FL 33513	2: 52w Open Bottom Light (Active)
11	10486 SW 60TH TER, BUSHNELL, FL 33513	1: Open Bottom Light (Inactive)
12	6150 SW 104 RD, BUSHNELL, FL 33513	
13	6144 SW 104 RD, BUSHNELL, FL 33513	
14	10272 SW 60TH TER, BUSHNELL, FL 33513	1: 100w Open Bottom Light (Active)
15	6166 SW 104TH RD, BUSHNELL, FL 33513	1: 100w Open Bottom Light (Active)
16	10216 SW 60TH TER, BUSHNELL, FL 33513	
17	10431 SW 60 TER, BUSHNELL, FL 33513	
18	10202 SW 60TH TER, BUSHNELL, FL 33513	
19	6140 SW 104 ROAD, BUSHNELL, FL 33513	
20	10208 SW 60TH TER # B, BUSHNELL, FL 33513	
21	10247 SW 60 TER, BUSHNELL, FL 33513	1: 100w Open Bottom Light (Active)
22	10338 SW 60TH TER, BUSHNELL, FL 33513	1: 52w Open Bottom Light (Active)
23	10247 SW 60 TER, BUSHNELL, FL 33513	
24	6215 SW 104TH RD, BUSHNELL, FL 33513	
25	10214 SW 60 TER, BUSHNELL, FL 33513	
26	10350 SW 60TH TER, BUSHNELL, FL 33513	1: 100w Open Bottom Light (Active)
27	6134 CR 669, BUSHNELL, FL 33513	
28	BARN - SW 100TH AVE - BARN, BUSHNELL, FL 33513	
29	PUMP - SW 100TH AVE - PUMP, BUSHNELL, FL 33513	
30	10404 SW 60TH TER, BUSHNELL, FL 33513	1: 100w Open Bottom Light (Active)
31	10247 SW 60 TER, BUSHNELL, FL 33513	17 10017 Open Bottom Eight (7 outvo)
32	10481 SW 60TH TER (NEW), BUSHNELL, FL 33513	1: 100w Open Bottom Light (Active)
33	10481 SW 60TH TER (SHOP, BUSHNELL, FL 33513	1: 100w Open Bottom Light (Active)
34	10177 SW 60 TER, BUSHNELL, FL 33513	
35	6122 SW 103RD LANE, BUSHNELL, FL 33513	
36	6125 SW 103 LN, BUSHNELL, FL 33513	1: 100w Open Bottom Light (Inactive)
37	10481SW 60TH TER(PUMP), BUSHNELL, FL 33513	1. 100% Open Bottom Light (mactive)
38	10208 SW 60 TER # A, BUSHNELL, FL 33513	
39	10401 SW 60TH TER, LACOOCHEE, FL 33537	1: 100w Open Bottom Light (Inactive)
40	6020 CR 669, BUSHNELL, FL 33513	
41	6171 SW 103RD LANE, BUSHNELL, FL 33513	1: 100w Open Bottom Light (Active) 2: 100w Open Bottom Light (Active)
42	10481 SW 60TH TER, BUSHNELL, FL 33513	
42	10401 3W 00111 1EN, DUSTINELL, PL 33313	2: 100w Open Bottom Light (Active)

*43	M16-005 – CR 634 N	Withlacoochee asked SECO to continue to TEMP SERVE
*44	M16-004 – CR 634 S PUMP	Withlacoochee asked SECO to continue to TEMP SERVE
*45	M16-003 – CR 634E (HOUSE)	Withlacoochee asked SECO to continue to TEMP SERVE
*46	4801 C 575, BUSHNELL, FL 33513	*SECO Potential release to WREC
*47	4978 C 575, BUSHNELL, FL 33513	*SECO Potential release to WREC

Exhibit DWREC Energy Services Transferring to Sumter Electric Utility

1		
	4737 C 575, BUSHNELL, FL 33513	
2	4801 C 575, BUSHNELL, FL 33513	(2) 100w Nema – Open (Inactive)
3	4801 C 575, BUSHNELL, FL 33513	
4	4888 C 575, BUSHNELL, FL 33513	(1) 100w Nema - Open (Active)
5	4978 C 575, BUSHNELL, FL 33513	(1) 100w Nema – Open (Inactive)
6	39890 STATE ROAD 575, WEBSTER, FL 33597	
7	39924 LACOOCHEE CLAYSINK RD, WEBSTER, FL 33597	(1) 100w Cobra – Closed (Active)
8	39823 TWORUT RD, WEBSTER, FL 33597	_
9	39820 TWORUT RD, WEBSTER, FL 33597	(1) 100w Nema - Open (Active)
10	39814 TWORUT RD, WEBSTER, FL 33597	
11	39810 TWORUT RD, WEBSTER, FL 33597	·
12	39804 TWORUT RD, WEBSTER, FL 33597	
13	39736 TWORUT RD, WEBSTER, FL 33597	
14	39732 TWORUT RD, WEBSTER, FL 33597	
15	39716 TWORUT RD, WEBSTER, FL 33597	(2) 48w LED Nema (Active)
16		(1) 100w Nema – Open (Active)
16	39642 TWORUT RD, WEBSTER, FL 33597	(1) 48w LED Nema (Active)
17	40093 STATE ROAD 575, WEBSTER, FL 33597	
18	9215 C 476B, BUSHNELL, FL 33513	
19	9327 C 476B, BUSHNELL, FL 33513	

ATTACHMENT 2

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

WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE, INC.



DATE

Joe Member 123 Street City, FL 33333

Re: account #/service address

Dear (insert member's name):

Withlacoochee River Electric Cooperative (WREC) and SECO Energy (SECO) routinely enter into territorial agreements to establish the geographical boundaries each utility serves. These agreements help enhance service reliability, efficiency, and affordability by designating a sole provider for electric service within each boundary. The territorial agreement between WREC and SECO helps prevent unnecessary duplication of electric facilities that serve customers.

Recently, WREC and SECO Energy amended their territorial agreement, which revised certain parts of each utility's geographical boundaries. This agreement has been filed with the Florida Public Service Commission (FPSC) and was approved on (insert date). In the coming months, your electric service provider will transfer from WREC to SECO Energy. No action is required on your part, as WREC and SECO will handle the transfer arrangements for your account. You will receive more information as we approach the date of the actual meter exchange.

As part of the transfer, we are required to provide you with current rate information. In July 2025, the Withlacoochee River Electric Cooperatives' residential rate for 1,500 kilowatt-hours (kWh) is \$197.11 and \$304.41 for 2,500 kilowatt-hours (kWh). SECO Energy's residential rate for 1,500 kWh as of July 2025 is \$209.85 and \$342.75 for 2,500 kilowatt-hours (kWh). Please note that the rates of both utilities are subject to change and may be adjusted in the future.

Please contact Withlacoochee River Electric Cooperative at (352) 567-5133 if you have questions about the proposed transfer of your service to SECO Energy or for information about contacting the FPSC. We want to thank you for your WREC membership and your understanding that this transfer is operationally necessary for service continuity.

Sincerely,

WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE, INC.



DATE

Joe Member 123 Street City, FL 33333

Re: account #/service address

Dear (insert member's name):

Withlacoochee River Electric Cooperative (WREC) and SECO Energy routinely enter into territorial agreements to establish the geographical boundaries each utility serves. These agreements help enhance service reliability, efficiency, and affordability by designating a sole provider for electric service within each boundary. The territorial agreement between WREC and SECO Energy helps prevent unnecessary duplication of electric facilities that serve customers.

Recently, Withlacoochee River Electric Cooperative and SECO Energy amended their territorial agreement, which revised certain parts of each utility's geographical boundaries. This agreement has been filed with the Florida Public Service Commission (FPSC) and was approved on (insert date). In the coming months, your electric service provider will transfer from WREC to SECO Energy. No action is required on your part, as WREC and SECO will handle the transfer arrangements for your account. You will receive more information as we approach the date of the actual meter exchange.

As part of the transfer, we are required to provide you with current rate information. In July 2025, Withlacoochee River Electric Cooperatives' Commercial rate for 1,500 kilowatt-hours (kWh) is \$159.51 and \$236.41 for 2,500 kilowatt-hours (kWh). The SECO Energy Commercial rate for 1,500 kilowatt-hours (kWh) is \$207.75 and \$318.25 for 2,500 kilowatt-hours (kWh). Please note that the rates of both utilities are subject to change and may be adjusted in the future.

Please contact Withlacoochee River Electric Cooperative at (352) 567-5133 if you have questions about the proposed transfer of your service to SECO Energy or for information about contacting the FPSC. We want to thank you for your WREC membership and your understanding that this transfer is operationally necessary for service continuity.

Sincerely,



DATE

Joe Member 123 Street City, FL 33333

Re: account #/service address

Dear NAME:

SECO Energy (SECO) and Withlacoochee River Electric Cooperative (WREC) routinely enter into territorial agreements to establish the geographical boundaries each utility serves. These agreements help enhance service reliability, efficiency, and affordability by designating a sole provider for electric service within each boundary. The territorial agreement between SECO and WREC helps prevent unnecessary duplication of electric facilities that serve customers.

Recently, SECO Energy and WREC amended their territorial agreement, which revised certain parts of each utility's geographical boundaries. This agreement has been filed with the Florida Public Service Commission (FPSC) and was approved on **DATE**. In the coming months, your electric service provider will transfer from SECO Energy to WREC. No action is required on your part, as SECO and WREC will handle the transfer arrangements for your account. You will receive more information as we approach the date of the actual meter exchange.

As part of the transfer, we are required to provide you with current rate information. In August 2025, the SECO Energy residential rate for 1,000 kilowatt-hours (kWh) is \$143.40. Withlacoochee River Electric Cooperative's residential rate for 1,000 kWh as of August 2025 is \$143.46. Please note that the rates of both utilities are subject to change and may be adjusted in the future.

Please contact SECO Energy at (352) 793-3801 if you have questions about the proposed transfer of your service to SECO Energy or for information about contacting the FPSC. We want to thank you for your SECO Energy membership and your understanding that this transfer is operationally necessary for service continuity.

Sincerely,











DATE

Joe Member 123 Street City, FL 33333

Re: account #/service address

Dear NAME:

SECO Energy (SECO) and Withlacoochee River Electric Cooperative (WREC) routinely enter into territorial agreements to establish the geographical boundaries each utility serves. These agreements help enhance service reliability, efficiency, and affordability by designating a sole provider for electric service within each boundary. The territorial agreement between SECO and WREC helps prevent unnecessary duplication of electric facilities that serve customers.

Recently, SECO Energy and WREC amended their territorial agreement, which revised certain parts of each utility's geographical boundaries. This agreement has been filed with the Florida Public Service Commission (FPSC) and was approved on DATE. In the coming months, your electric service provider will transfer from SECO Energy to WREC. No action is required on your part, as SECO and WREC will handle the transfer arrangements for your account. You will receive more information as we approach the date of the actual meter exchange.

As part of the transfer, we are required to provide you with current rate information. In August 2025, the SECO Energy commercial rate for 1,000 kilowatt-hours (kWh) is \$152.50. Withlacoochee River Electric Cooperative's commercial rate for 1,000 kWh as of August 2025 is \$121.06. Please note that the rates of both utilities are subject to change and may be adjusted in the future.

Please contact SECO Energy at (352) 793-3801 if you have questions about the proposed transfer of your service to SECO Energy or for information about contacting the FPSC. We want to thank you for your SECO Energy membership and your understanding that this transfer is operationally necessary for service continuity.

Sincerely,





