



Stephanie A. Cuello
SENIOR COUNSEL

February 16, 2026

VIA ELECTRONIC FILING

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

Re: Joint Petition for Approval of Territorial Agreement in Hillsborough, Pasco, Pinellas, and Polk Counties by Tampa Electric Company and Duke Energy Florida, LLC; Docket No. 20260013-EU

Dear Mr. Teitzman:

On behalf of Duke Energy Florida, LLC (“DEF”) and Tampa Electric Company (“TECO”), please find enclosed for electronic filing in the above-referenced docket, DEF and TECO’s Response to Staff’s First Data Request (Nos. 1-6).

Thank you for your assistance in this matter. If you have any questions concerning this filing, please feel free to contact me at (850) 521-1428.

Sincerely,

/s/ Stephanie A. Cuello

Stephanie A. Cuello

SAC/clg
Enclosures

cc: Devan Prewett
Malcolm N. Means

Duke Energy Florida, LLC’s (“DEF”) Response to Florida Public Service Commission’s (“FPSC”) First Data Request (Nos. 1-6) re: Joint Petition for Approval of Territorial Agreement in Hillsborough, Pasco, Pinellas, and Polk Counties by Tampa Electric Company and Duke Energy Florida, LLC

Docket No. 20260013-EU

1. For the following questions, please refer to the joint petition, paragraph 5, which references Exhibit D, the sample letters mailed to customers that are subject to transfer from DEF to TECO.
 - a. Did the sending utility (DEF) request a return receipt for the letters it sent? Why or why not? Can DEF demonstrate that the intended addresses received their letters? Please discuss.
 - b. The sample letters in Exhibit D include comparative billing information for October 2025, yet the joint petition was filed January 7, 2026. Please provide a comparison to match the month and year of when the territorial agreement filing was made (i.e., provide comparative information for both utilities assuming rates and charges in effect in January, 2026).
 - c. If the joint petition is approved, are any follow-up communications planned for the customers that are subject to transfer from DEF to TECO? If applicable, provide a detailed response.

Response:

- A. Both letters were mailed on November 10, 2025. Proof of delivery is not required under PSC rule, nor has it been the historic practice of the utilities when mailing communication to customers.
 - B. DEF: October 2025 – RS 1,000 kWh= \$179.29.
TECO: October 2025 – RS 1,000 kWh= \$168.01
DEF: January 2026 – RS 1,000 kWh= \$197.41.
TECO: January 2026 – RS 1,000 kWh= \$176.89.
 - C. Tampa Electric will send a certified letter to the transferred customers informing them of the approved territorial agreement, change in electric company, ways to contact Tampa Electric, and beneficial electric programs that Tampa Electric offers.
2. Pursuant to Section 3.3. of the Agreement regarding the optional purchase of electric distribution facilities by the receiving Party, please clarify whether either party currently

intends to purchase any such facilities from the other party. Discuss in your response how the proposed joint territorial agreement avoids the occurrence of uneconomic duplication of facilities.

Response:

Neither Party intends to purchase facilities from the other Party.

The Parties understand that the Florida Public Service Commission is empowered by the Florida legislature to approve territorial agreements and as a matter of long-standing regulatory policy has encouraged territorial agreements between electric utilities. Territorial agreements, when properly established and administered by the utilities and actively supervised by the Commission, avoid the uneconomic duplication of facilities, promote safe and efficient operations in rendering electric service provided to customers, and serve the public interest. An updated comprehensive territorial agreement between TECO and DEF clearly showing defined territories allows for better planning of distribution and transmission capital investments into each utility's territory. TECO and DEF have been working collaboratively over the last several years to extensively analyze the territorial service boundaries, identify inadvertent service encroachments and make sound engineering and operational decisions. The timing of the submittal of this new proposed territorial agreement is driven by the culmination of those efforts and collaboration.

3. Section 1.1. of the Agreement states, in part, “if there are any discrepancies between Exhibit A and Exhibit C [maps and written descriptions], then the territorial boundary maps shall prevail.”
 - a. Did the joint petitioners share (or use similar) Geographic Information System (GIS) files and/or applications in order to produce the territorial boundary maps shown in Exhibit A? Please explain your response.
 - b. Please identify the specific Map Pages in Exhibit A where boundary line changes are proposed. For each response, provide a demonstrative version of that Map Page that shows the “before and after” boundary line changes.
 - c. Paragraph 4 of the Petition states that there are boundary line changes in each county. For each boundary line change, what was the specific reason(s) for the change?

Response:

- A. DEF and TECO exchanged GIS Shapefiles to produce the territorial boundary maps demonstrated in Exhibit A in the Territorial Agreement. The exchange of these files allowed both companies to ensure all parties agreed with the territorial boundaries.
- B. All 17 “before and after” boundary lines changes have been attached in Exhibit A. Blue crosshatching shows areas transferring to DEF. Please refer to map pages 8, 23, 26, 32, 34, 44, 46, 48, 49, 52, 58, 59, 61, 62, 63, 70, and 72.

C.

Map Page Number (Boundary Line Change)	Specific Reason
8	The transfer of these parcels to DEF will ensure that a walled subdivision has only one electrical provider, eliminating the potential for uneconomic and unsafe duplication of facilities. The transfer of these parcels to Tampa Electric will eliminate the need for installation of duplicative infrastructure.
23	DEF has historically served this customer and the parties are correcting the boundary line to reflect this.
26	This parcel is owned by DEF and used by that company for electrical distribution. This amendment will transfer that parcel to DEF's service area.
32	DEF currently serves one customer on this property. Transfer of the parcel to DEF will avoid potential duplication of facilities.
34	DEF currently serves customers on this roadway. Transfer of this parcel to DEF will avoid potential duplication of facilities.
44	The transfer of this area within a walled subdivision to Tampa Electric will ensure that there is only one electrical provider within the subdivision. This will eliminate potential uneconomic and unsafe duplication of facilities.
46	This property is the Osprey Energy Complex, which is an electrical generation facility owned by DEF.
48	Transfer of these parcels to Tampa Electric will avoid potential uneconomic duplication of facilities.
49	Transfer of these parcels to Tampa Electric will avoid potential uneconomic duplication of facilities.
52	The transfer of this area within a walled subdivision to Tampa Electric will ensure that there is only one electrical provider within the subdivision. This will eliminate potential uneconomic and unsafe duplication of facilities.
58	The exchange of these parcels will avoid potential duplication of facilities and ensure that each parcel is served by one electrical provider.
59	This property is a Tampa Electric solar generation facility.

61	The transfer of this area within a walled subdivision to Tampa Electric will ensure that there is only one electrical provider within the subdivision. This will eliminate potential uneconomic and unsafe duplication of facilities.
62	The transfer of this area within a walled subdivision to Tampa Electric will ensure that there is only one electrical provider within the subdivision. This will eliminate potential uneconomic and unsafe duplication of facilities.
63	Transfer of these areas to Tampa Electric will avoid potential uneconomic duplication of facilities and ensure that each parcel is served by one electrical provider.
70	Transfer of these areas to DEF will avoid potential uneconomic duplication of facilities and ensure that each parcel is served by one electrical provider.
72	Transfer of these areas to DEF will avoid potential uneconomic duplication of facilities and ensure that each parcel is served by one electrical provider.

4. Please refer to the definition of Extra-Territorial Customers provided in Section 1.8 of the Agreement.
- a. As of the date the Agreement was signed, how many extra-territorial customers based on the current agreement are in the 4-county service area? By county, please identify the serving utility, the customer addresses and Map Pages of such customers.
 - b. Assuming the boundary line changes requested in the proposed Agreement are approved, how many of the extra-territorial customers identified in the response to sub-part 4.A. would no longer meet the definition of being an ‘extra-territorial’ customer?
 - c. Assuming the boundary line changes requested in the proposed Agreement are approved, which, if any, of the extra-territorial customers identified in the response to sub-part 4.A. remain as ‘extra-territorial’ customers? Explain the reason for all such remaining extraterritorial customers?

Response:

A. As of the date of Territorial Agreement, there were two extra-territorial customers located in TECOs service area but served by DEF. These customers will be served by TECO upon approval of the Agreement and transfer of the customers. These two customers are located on the same street within the same city and county as show on Map Page 61 of the map included with these responses. The blue crosshatching on that map identifies these customers. More information about these customers is included in Exhibit B to the Agreement, which is also included as Exhibit B to these responses.

- B. Both extra-territorial customers identified in Exhibit B are being transferred; therefore, this definition would not apply to the customers.
 - C. Once TECO successfully transfers both customers and the agreement is approved by the PSC, there will be no known extra-territorial customers.
5. The original term of the Expired Agreement ended in 2006, and thereafter, an automatic 15-year renewal was implemented, which expired in 2021. Did the joint petitioners review the Agreement at the end of the original and renewal 15-year periods? If so, why did the joint petitioners decide to request approval of a new Agreement at this time instead of requesting an amendment to the Expired Agreement at the end of each of those 15-year periods?

Response:

Yes, the Parties reviewed the previously expired agreement and determined the best course of action was to draft a new comprehensive agreement because it allows for better planning of distribution and transmission capital investments. Tampa Electric and DEF collaborated over the last several years to extensively analyze the territorial service boundaries, identify inadvertent service encroachments, and make sound engineering and operational decisions regarding the territorial boundary. The timing of this filing is the result of the parties' efforts over the last several years. Changes in technology, including the transition from paper maps to GIS, facilitated identification and resolution of encroachments.

6. Paragraph 10 of the Petition, specifically in subparts B and C, make definitive statements such as, "The Agreement, in and of itself, will not cause a decrease in the reliability of electric service" and "The Agreement will eliminate existing and potential uneconomic duplication of facilities." For each of the above-referenced statements, please provide further detail as to how the joint petitioners arrived at these conclusions and, if possible, provide examples showing evidence to support these statements.

Response:

DEF and TECO extensively reviewed their respective facilities to reduce or eliminate overlapping wires and facilities that can create hazardous conditions and can increase hazards to utility linemen and the public at large. The reduction of duplicative facilities allows for quicker, safer, and more cost-effective restoration of outages.

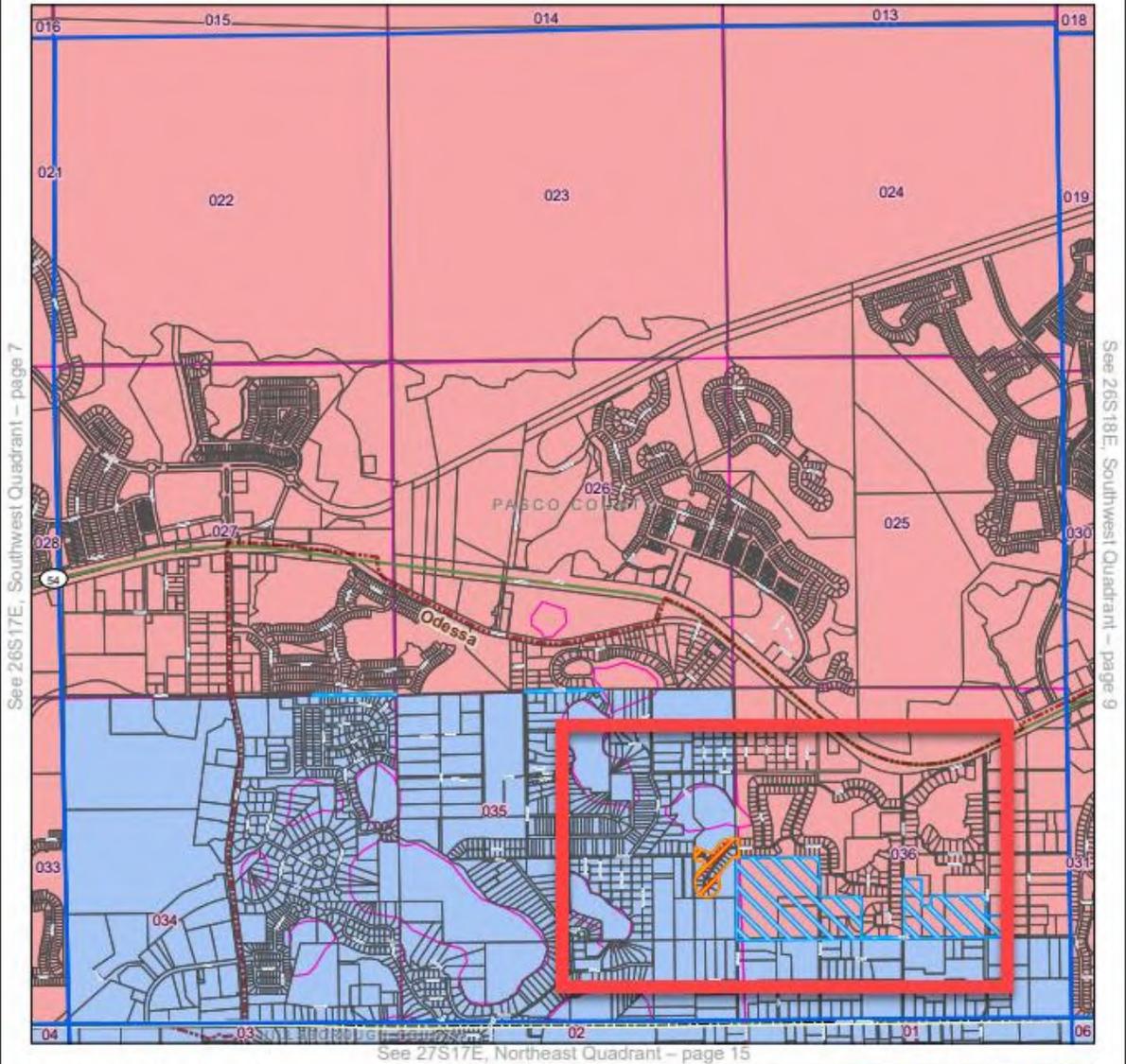
This is best illustrated by examining Pages 8, 44, and 61 of the Map included with the Territorial Agreement. In each of these areas, the companies amended the territorial boundary to ensure that one utility will provide service within a walled subdivision to eliminate potential uneconomic and unsafe duplication of facilities.

Tampa Electric conferred with its Resource Planning Department and determined that the addition of two customers to Tampa Electric's system will not impact reliability because there is adequate system capacity to serve those customers.

**“BEFORE & AFTER”
BOUNDARY LINES
CHANGES**

**DUKE ENERGY &
TAMPA ELECTRIC**

**DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
PASCO COUNTY, FL**

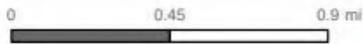


See 26S17E, Southwest Quadrant – page 7

See 26S18E, Southwest Quadrant – page 9

See 27S17E, Northeast Quadrant – page 15

Quadrant: Southeast
Township: 26S
Range: 17E
County: PASCO



Service Territory

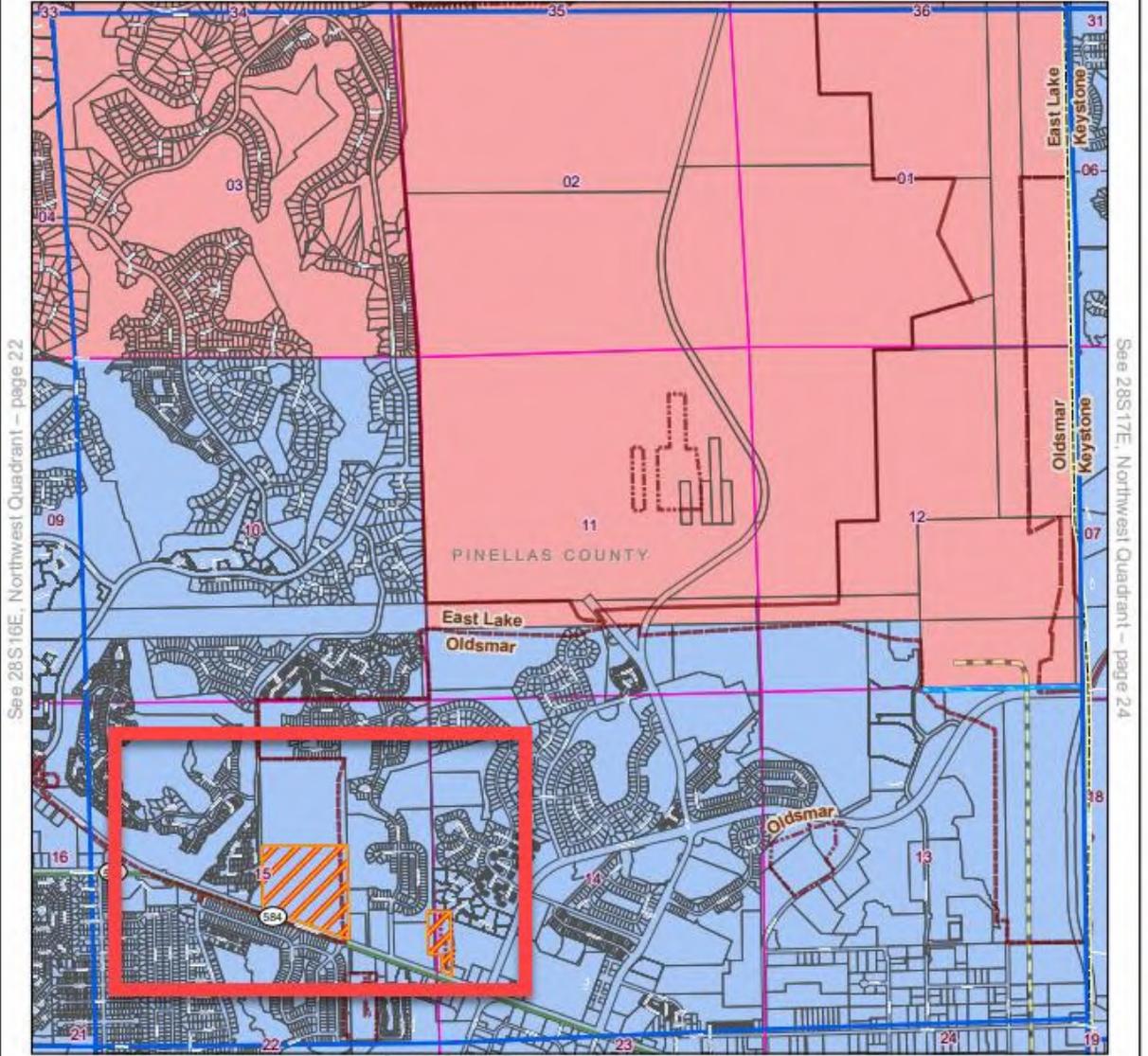
- | | | | |
|------------------------|----------|---------------|------------|
| Duke Energy Florida | To Duke | Section | Interstate |
| Tampa Electric Company | To TECO | Parcels | US Highway |
| Not Part of Agreement | STR Grid | City Boundary | Major Road |
| | | County | Rail |



**DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
PINELLAS COUNTY, FL**



See 27S16E, Southeast Quadrant – page 20

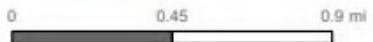


See 28S16E, Northwest Quadrant – page 22

See 28S17E, Northwest Quadrant – page 24

See 28S16E, Southeast Quadrant – page 26

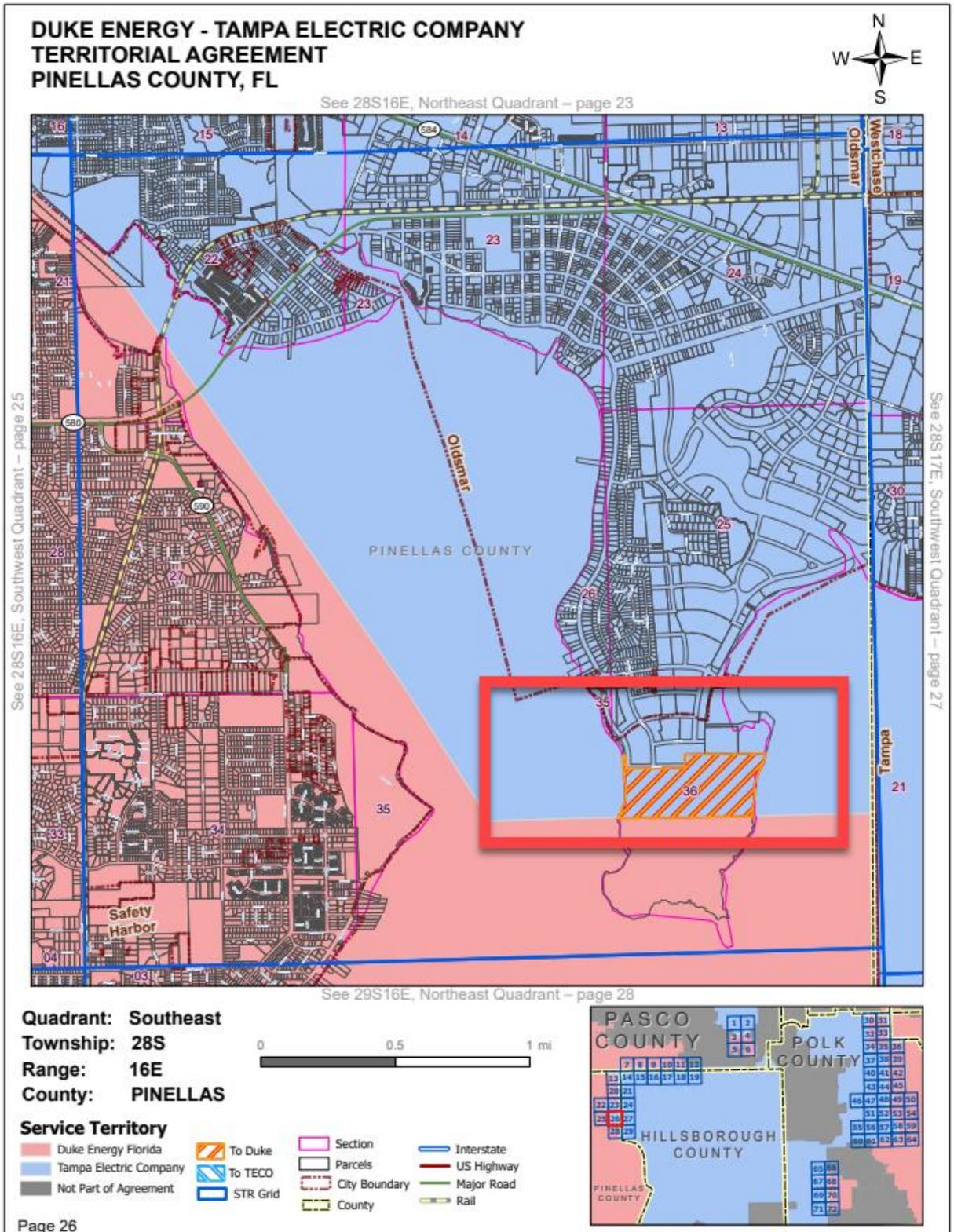
Quadrant: Northeast
Township: 28S
Range: 16E
County: PINELLAS



Service Territory

- Duke Energy Florida
- Tampa Electric Company
- Not Part of Agreement
- To Duke
- To TECO
- STR Grid
- Section
- Parcels
- City Boundary
- County
- Interstate
- US Highway
- Major Road
- Rail

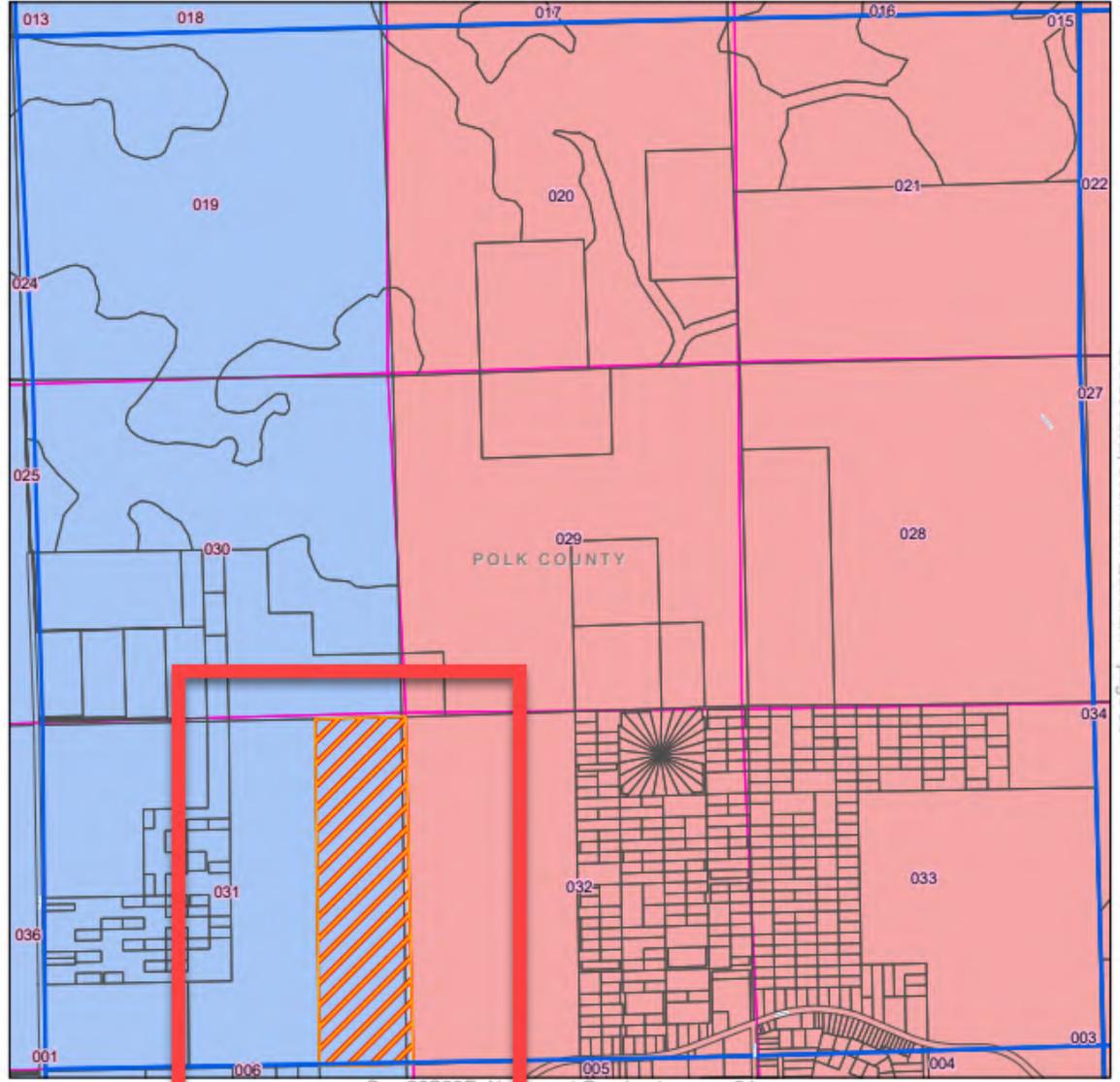




**DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
POLK COUNTY, FL**



See 25S26E, Northwest Quadrant – page 30



See 25S26E, Southeast Quadrant – page 33

See 25S26E, Northwest Quadrant – page 34

Quadrant: Southwest
Township: 25S
Range: 26E
County: POLK



Service Territory

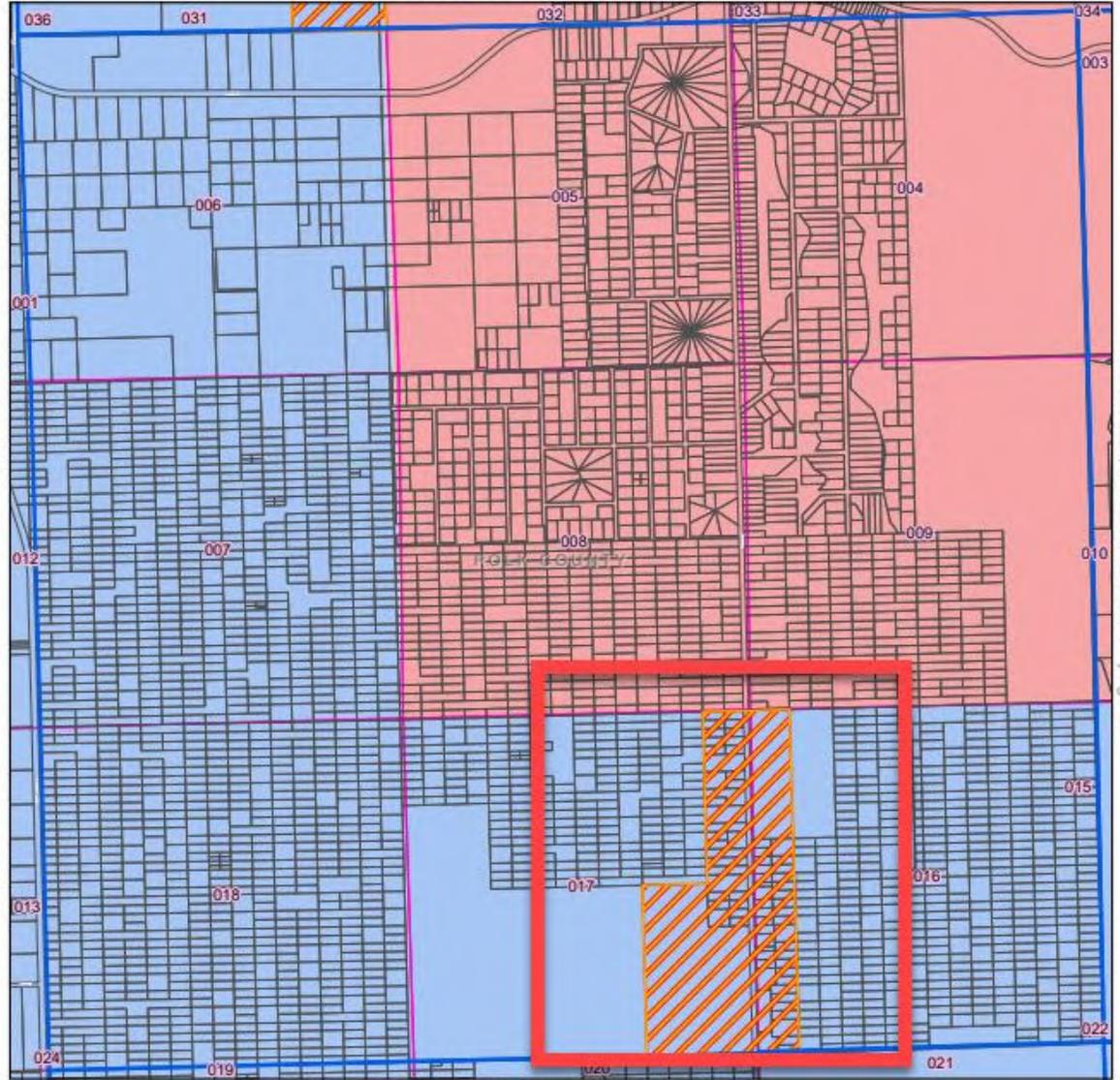
- | | | | |
|------------------------|----------|---------------|------------|
| Duke Energy Florida | To Duke | Section | Interstate |
| Tampa Electric Company | To TECO | Parcels | US Highway |
| Not Part of Agreement | STR Grid | City Boundary | Major Road |
| | County | Rail | |



**DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
POLK COUNTY, FL**



See 25S26E, Southwest Quadrant – page 32



See 26S26E, Northeast Quadrant – page 35

See 26S26E, Southwest Quadrant – page 37

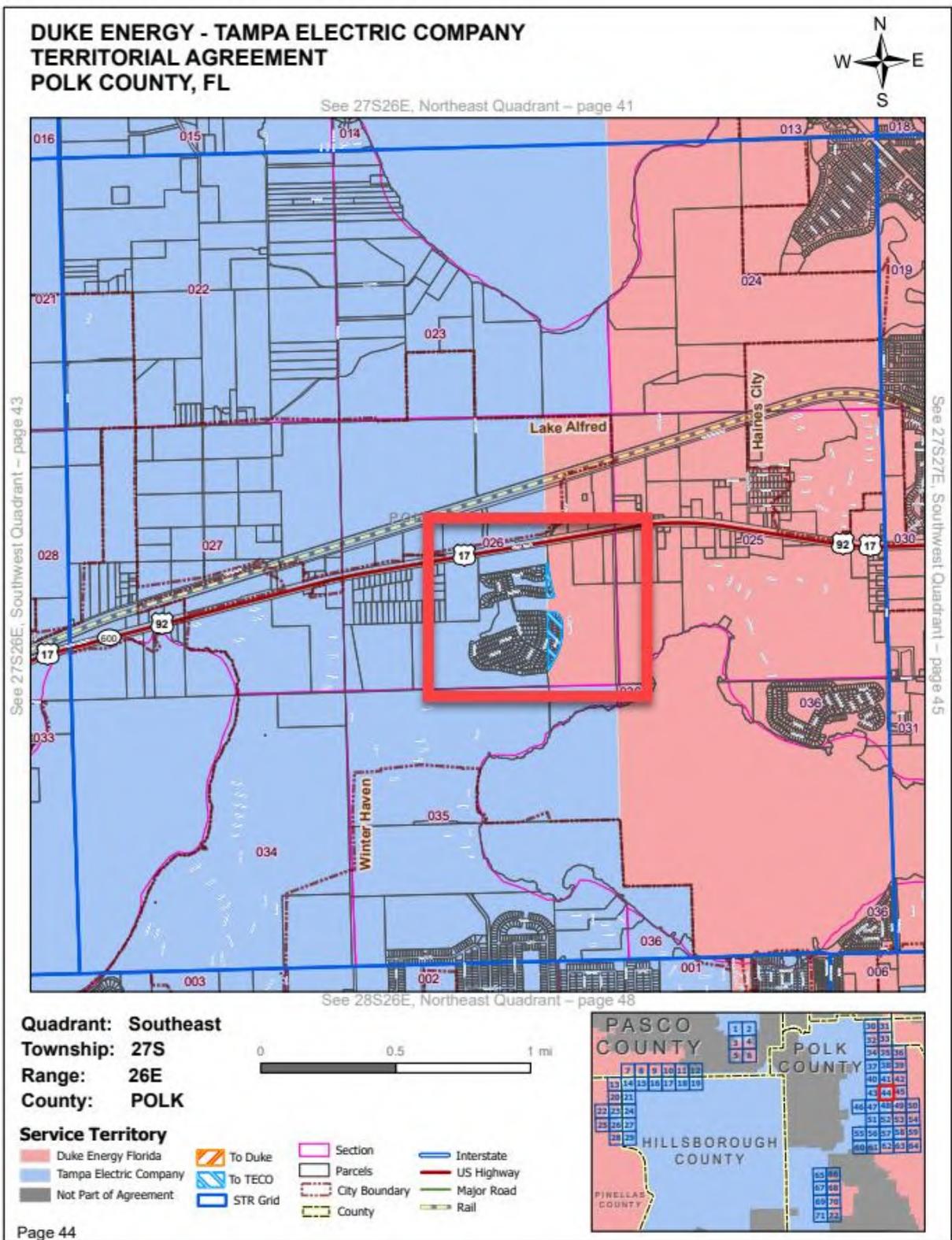
Quadrant: Northwest
Township: 26S
Range: 26E
County: POLK



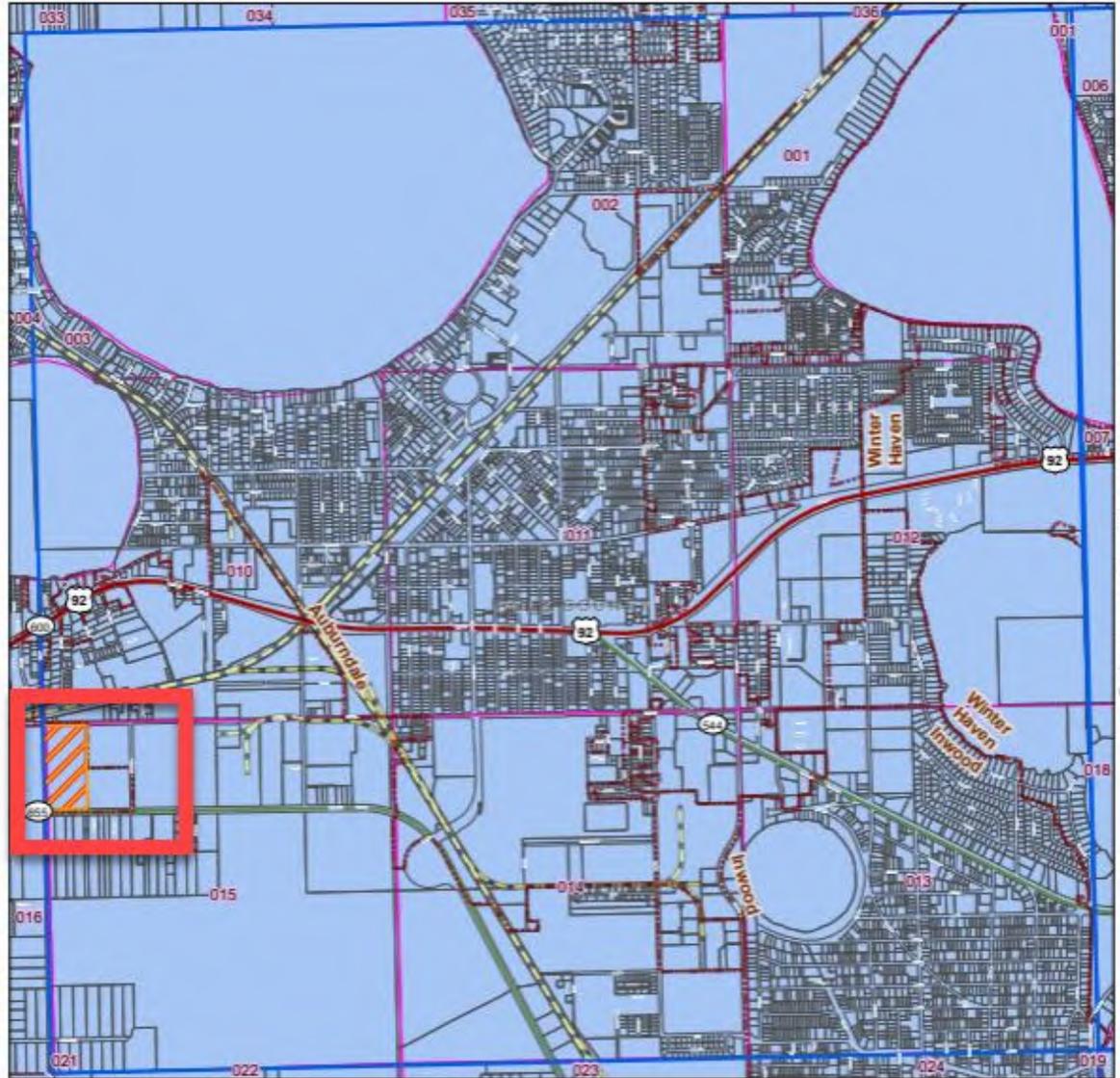
Service Territory

- | | | | |
|------------------------|----------|---------------|------------|
| Duke Energy Florida | To Duke | Section | Interstate |
| Tampa Electric Company | To TECO | Parcels | US Highway |
| Not Part of Agreement | STR Grid | City Boundary | Major Road |
| | County | Rail | |



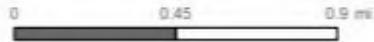


**DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
POLK COUNTY, FL**



See 28S26E, Northwest Quadrant - page 47

Quadrant: Northeast
Township: 28S
Range: 26E
County: POLK



Service Territory

- Duke Energy Florida
- Tampa Electric Company
- Not Part of Agreement
- To Duke
- To TECO
- STR Grid
- Section
- Parcels
- City Boundary
- County
- Interstate
- US Highway
- Major Road
- Rail



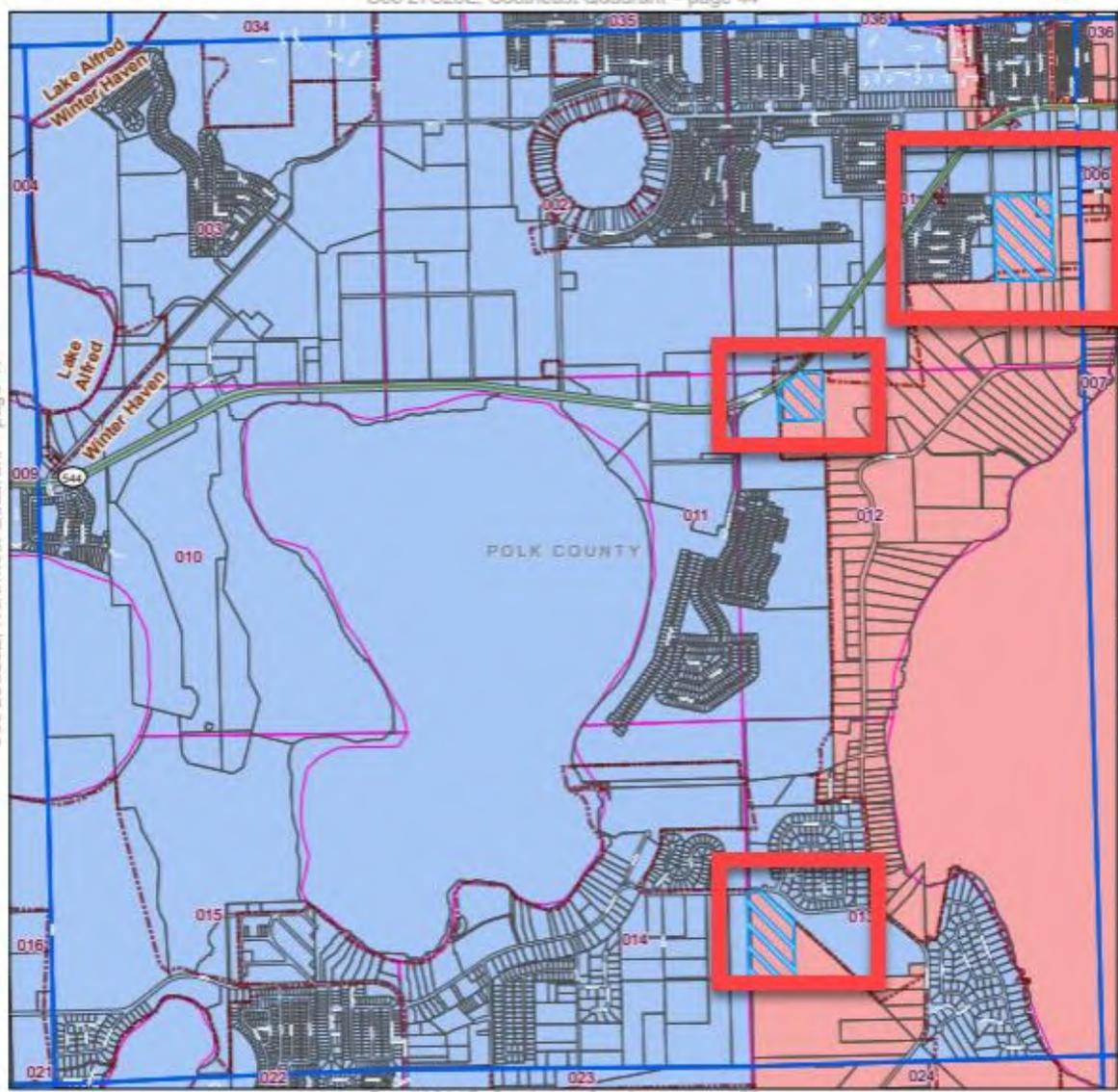
**DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
POLK COUNTY, FL**



See 27S26E, Southeast Quadrant – page 44

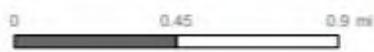
See 28S26E, Northwest Quadrant – page 47

See 28S27E, Northwest Quadrant – page 49



See 28S26E, Southeast Quadrant – page 52

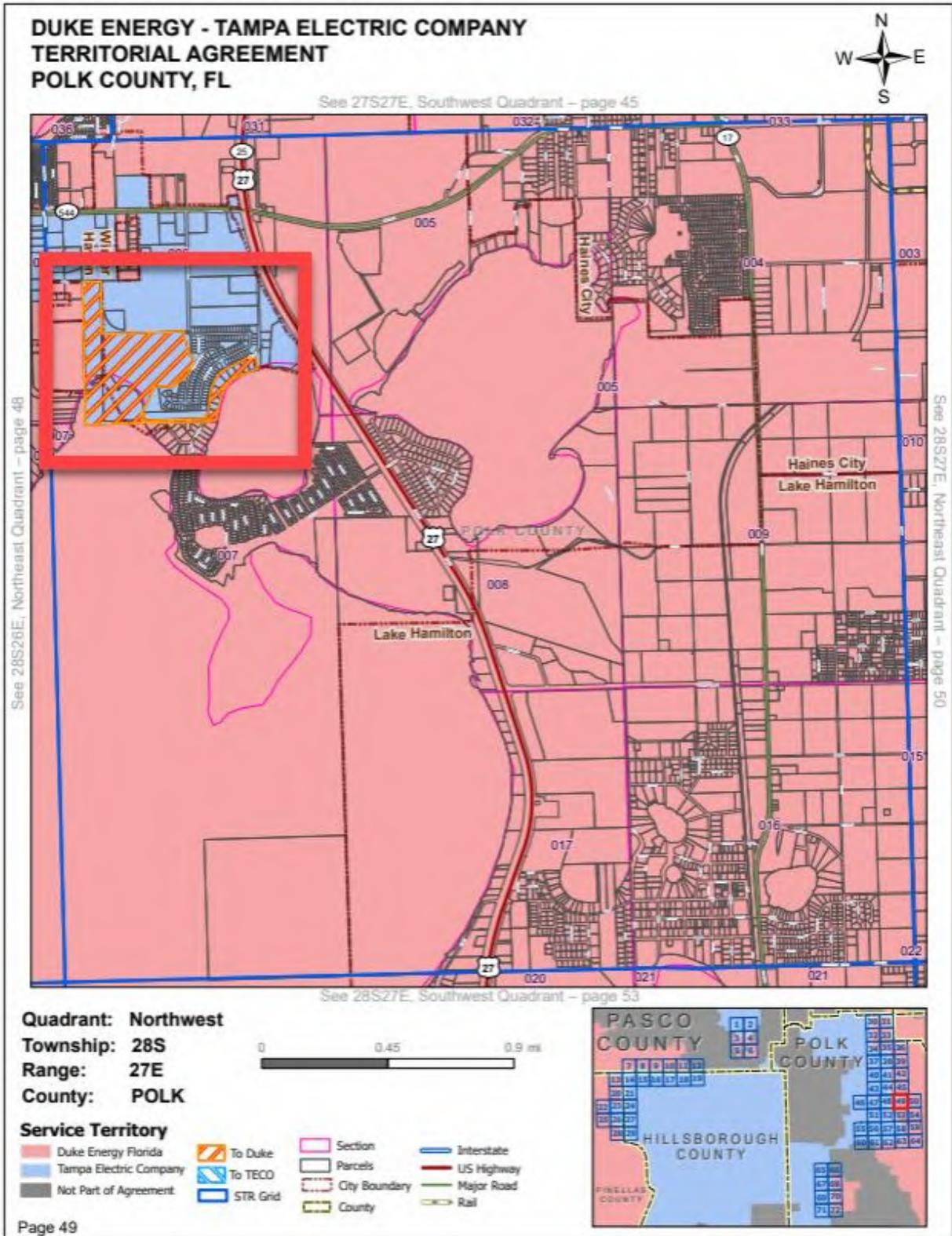
Quadrant: Northeast
Township: 28S
Range: 26E
County: POLK



Service Territory

- Duke Energy Florida
- Tampa Electric Company
- Not Part of Agreement
- To Duke
- To TECO
- STR Grid
- Section
- Parcels
- City Boundary
- County
- Interstate
- US Highway
- Major Road
- Rail

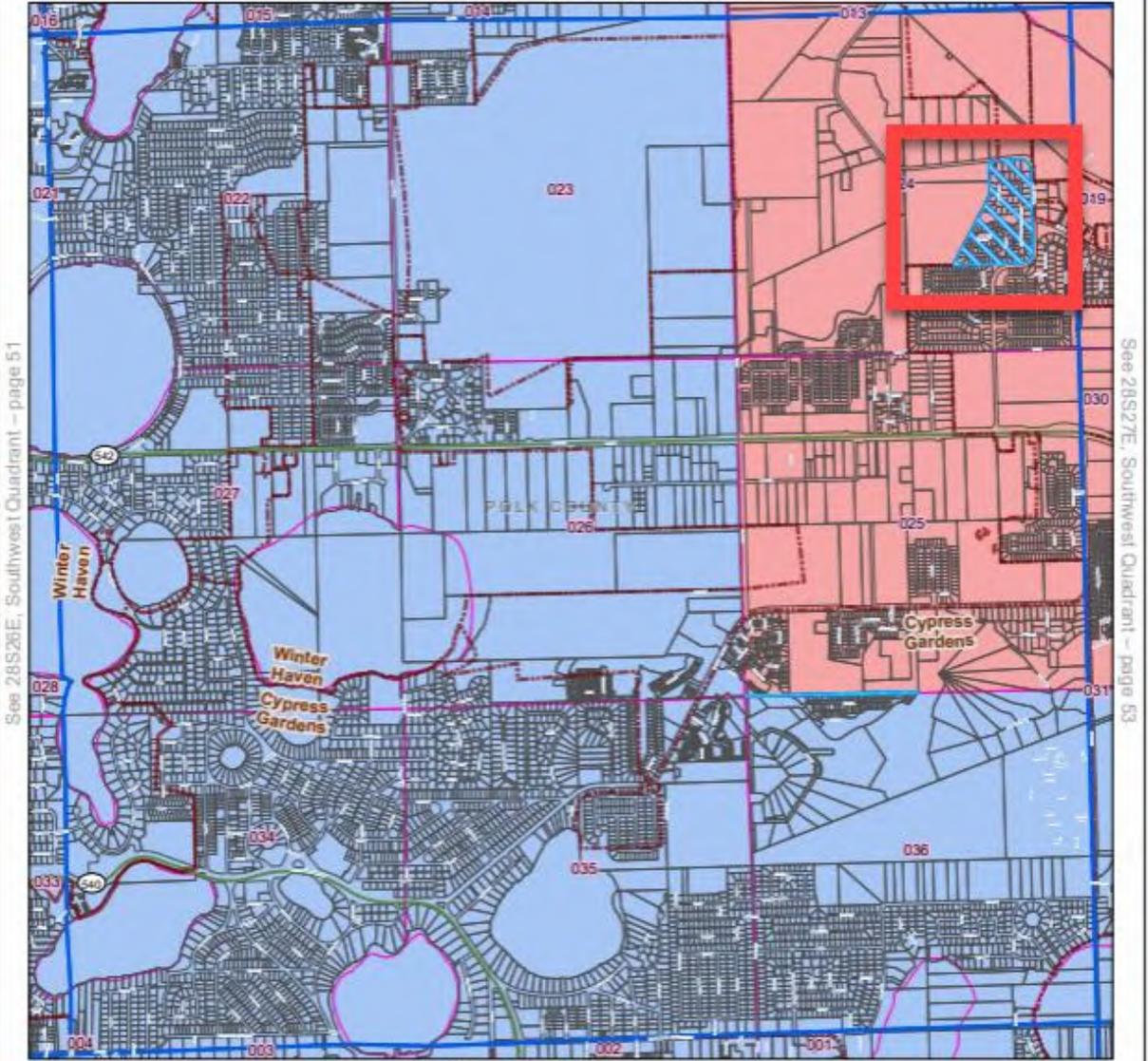




**DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
POLK COUNTY, FL**



See 28S26E, Northeast Quadrant – page 48

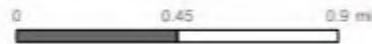


See 28S26E, Southwest Quadrant – page 51

See 28S27E, Southwest Quadrant – page 53

See 29S26E, Northeast Quadrant – page 57

Quadrant: Southeast
Township: 28S
Range: 26E
County: POLK



Service Territory

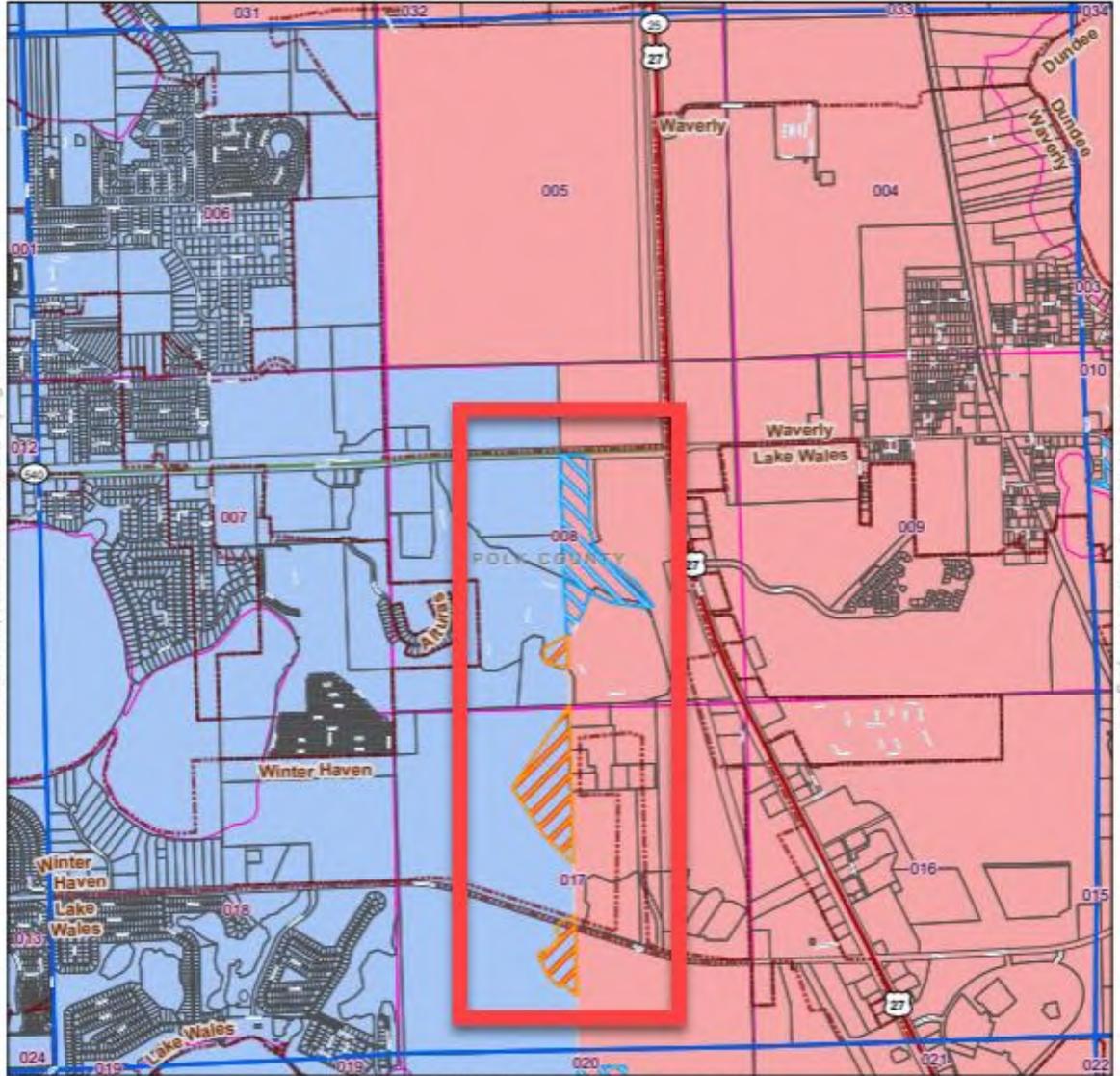
- | | | | |
|------------------------|----------|---------------|------------|
| Duke Energy Florida | To Duke | Section | Interstate |
| Tampa Electric Company | To TECO | Parcels | US Highway |
| Not Part of Agreement | STR Grid | City Boundary | Major Road |
| | County | County | Rail |



**DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
POLK COUNTY, FL**



See 28S27E, Southwest Quadrant – page 53



See 28S26E, Northeast Quadrant – page 57

See 28S27E, Northeast Quadrant – page 59

See 28S27E, Southwest Quadrant – page 63

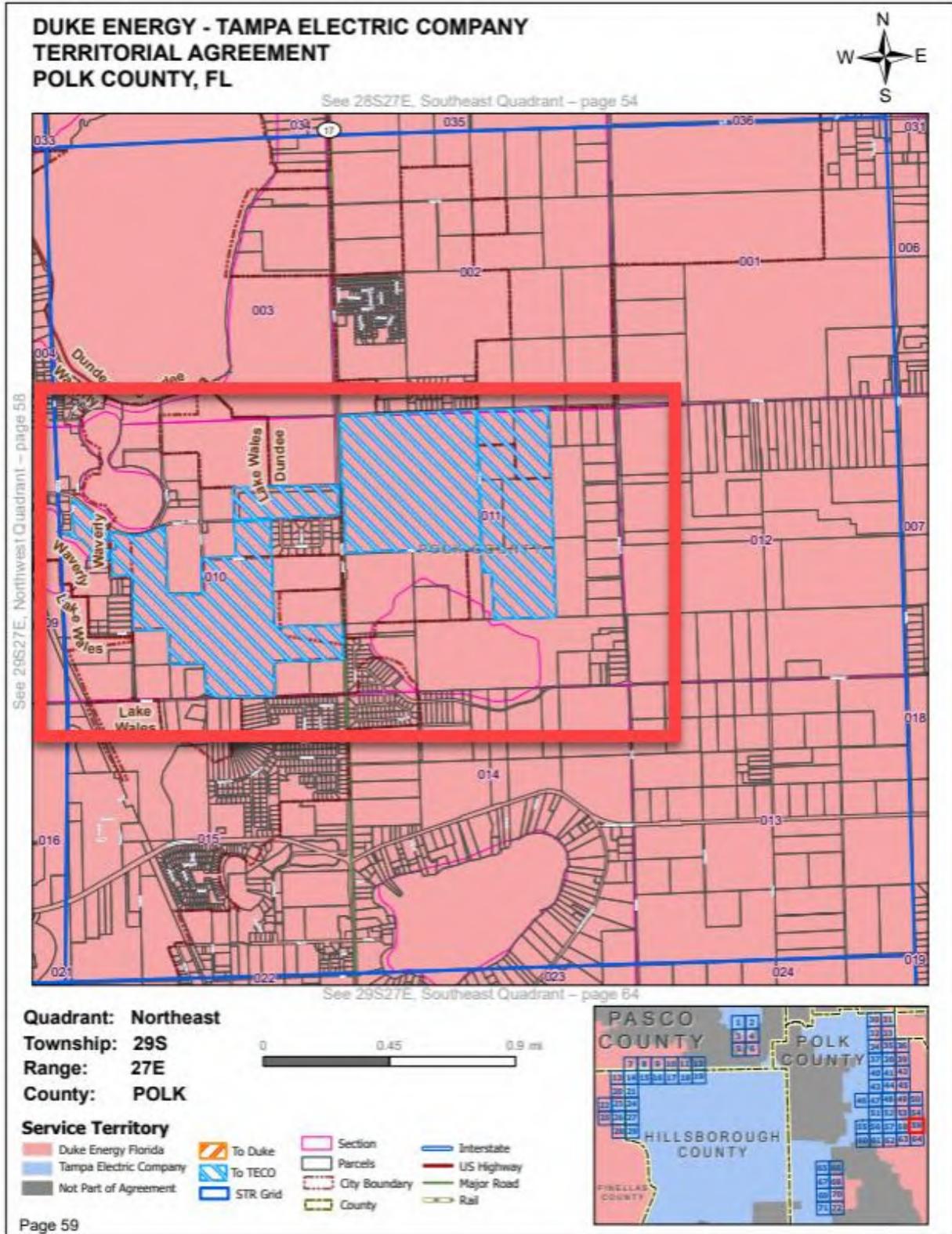
Quadrant: Northwest
Township: 29S
Range: 27E
County: POLK

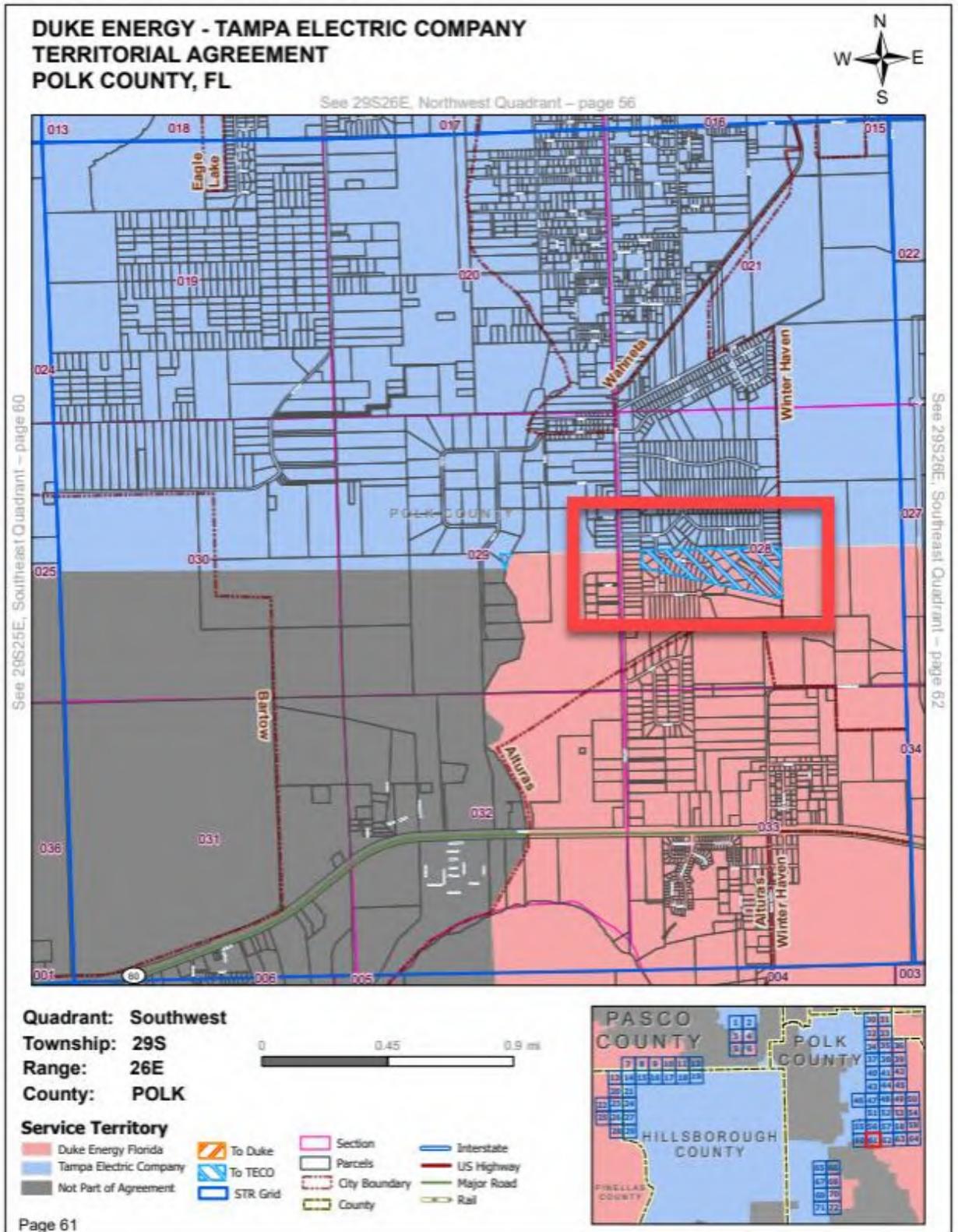


Service Territory

- Duke Energy Florida
- Tampa Electric Company
- Not Part of Agreement
- To Duke
- To TECO
- STR Grid
- Section
- Parcels
- City Boundary
- County
- Interstate
- US Highway
- Major Road
- Rail



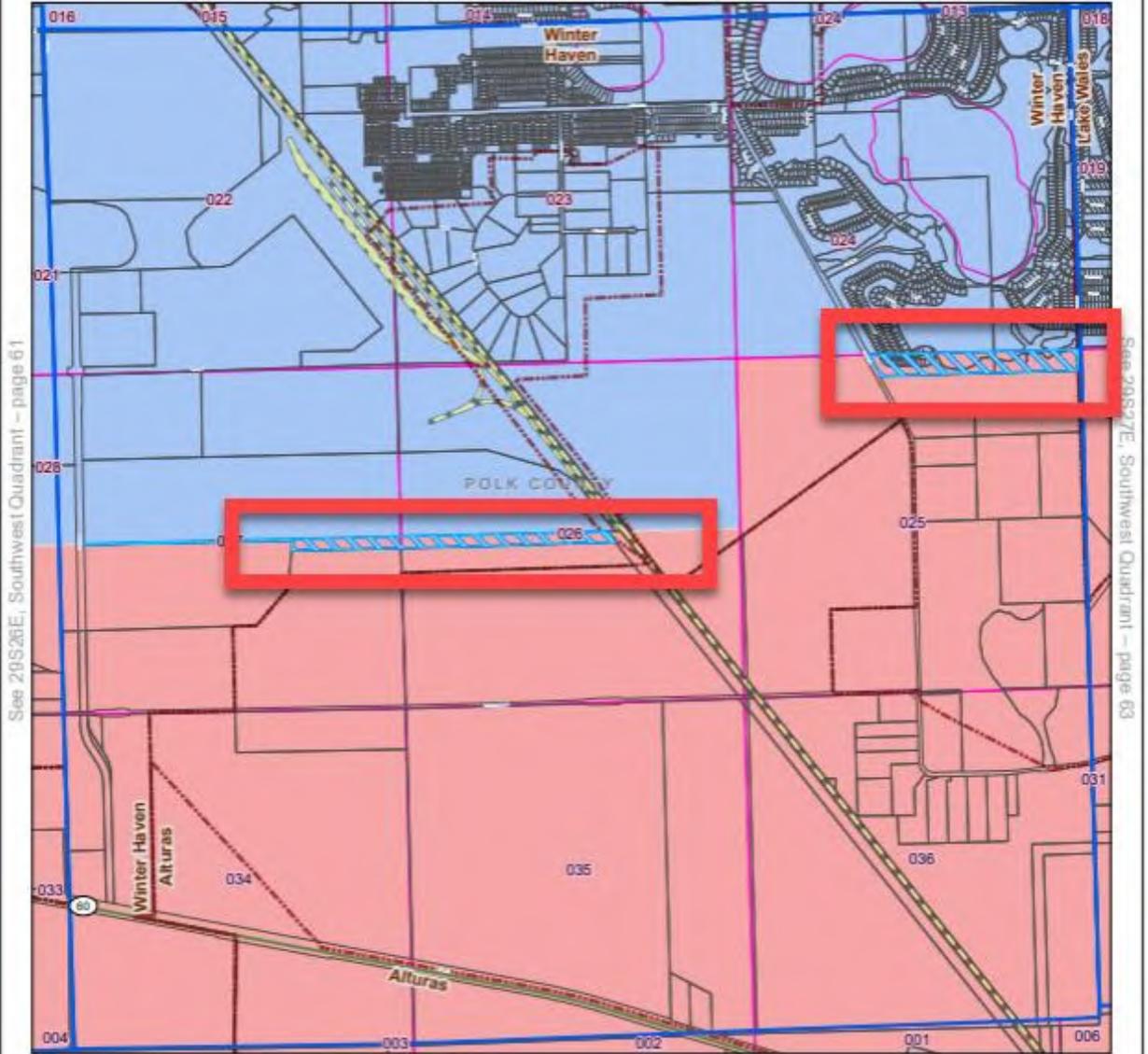




**DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
POLK COUNTY, FL**



See 29S26E, Northeast Quadrant – page 57



See 29S26E, Southwest Quadrant – page 61

See 29S27E, Southwest Quadrant – page 63

Quadrant: Southeast
Township: 29S
Range: 26E
County: POLK



Service Territory

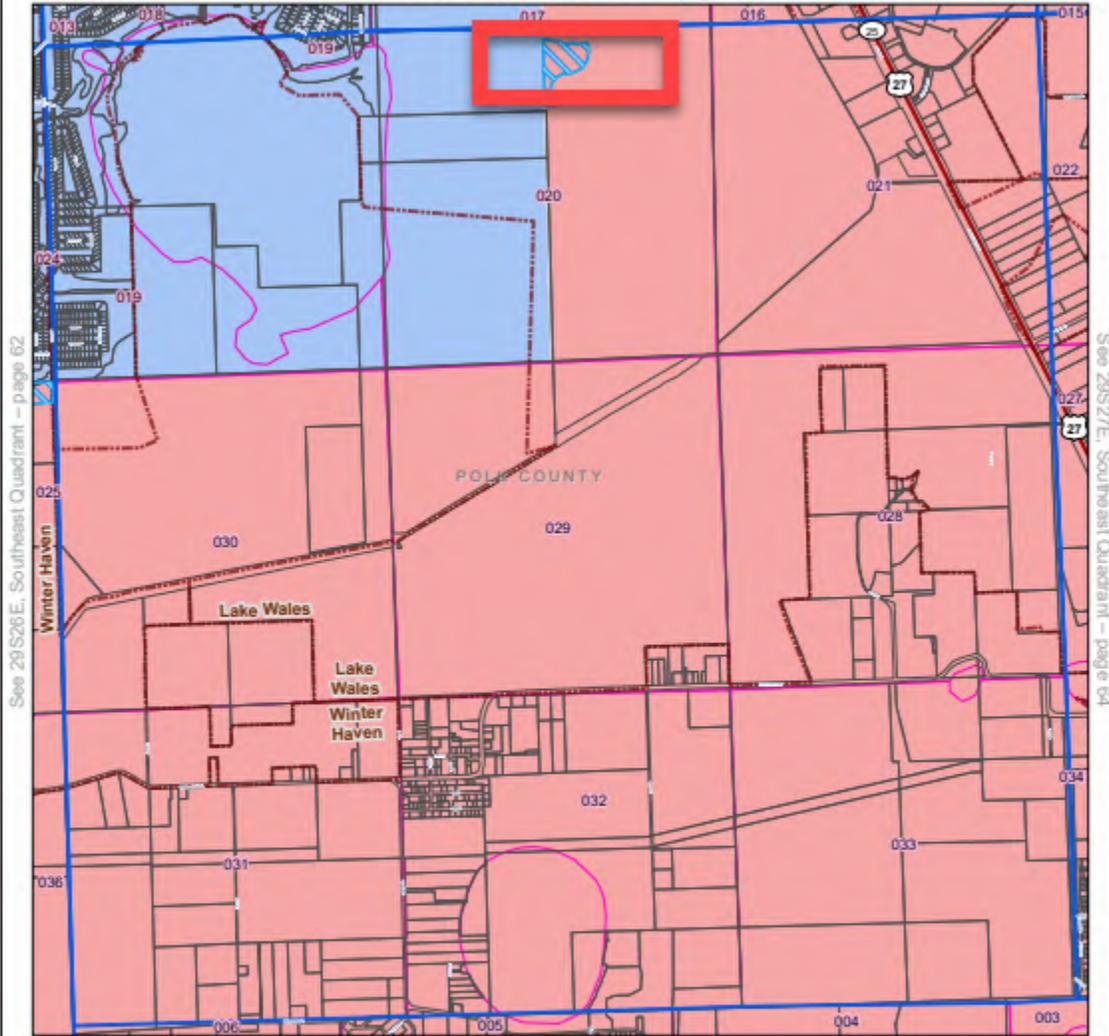
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**DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
POLK COUNTY, FL**



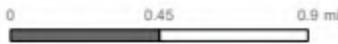
See 29S27E, Northwest Quadrant – page 58



See 29S26E, Southeast Quadrant – page 62

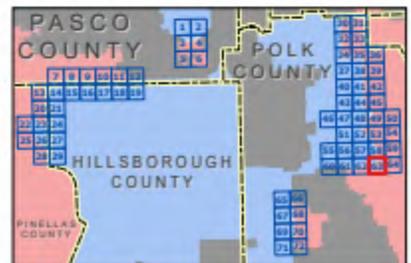
See 29S27E, Southeast Quadrant – page 64

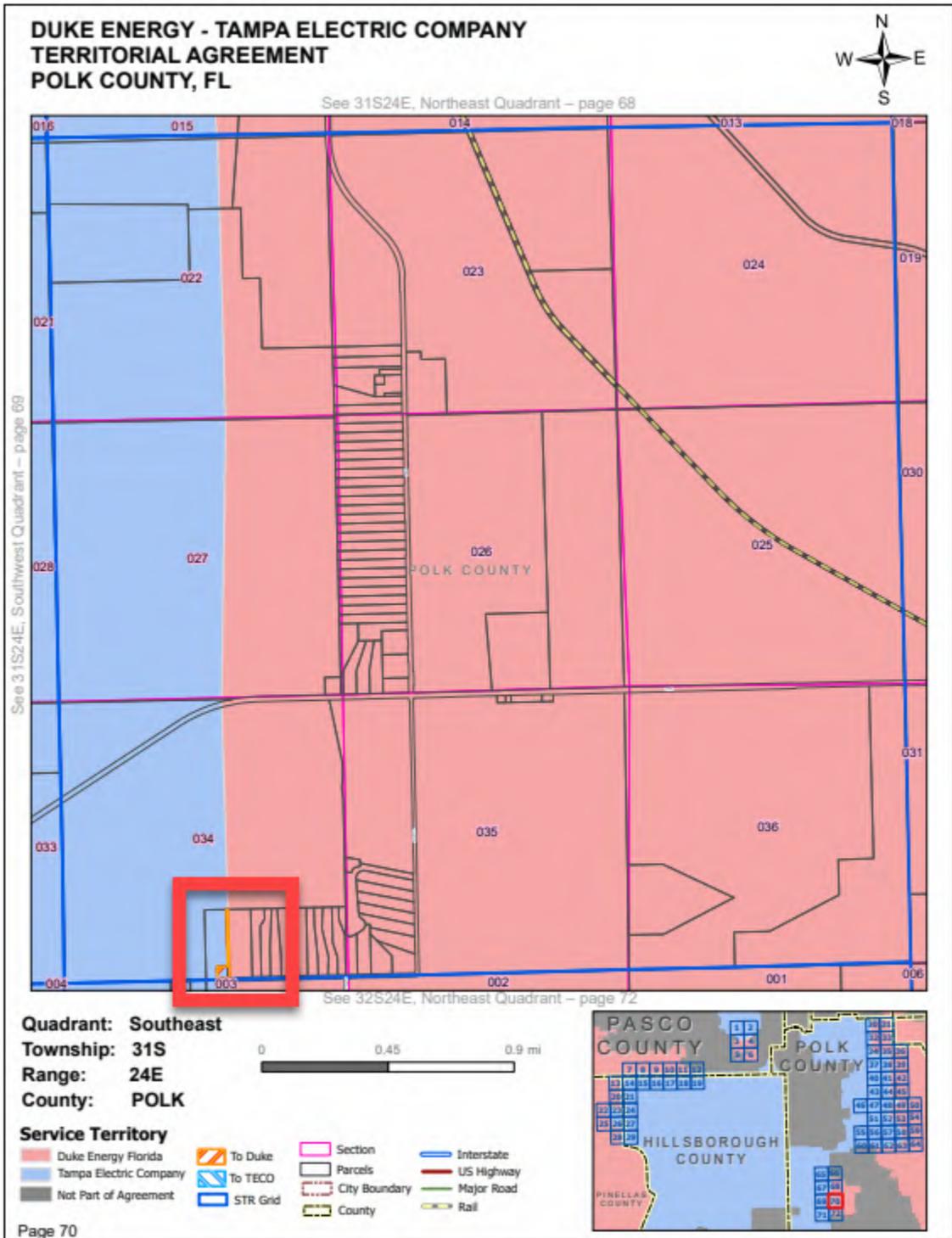
Quadrant: Southwest
Township: 29S
Range: 27E
County: POLK

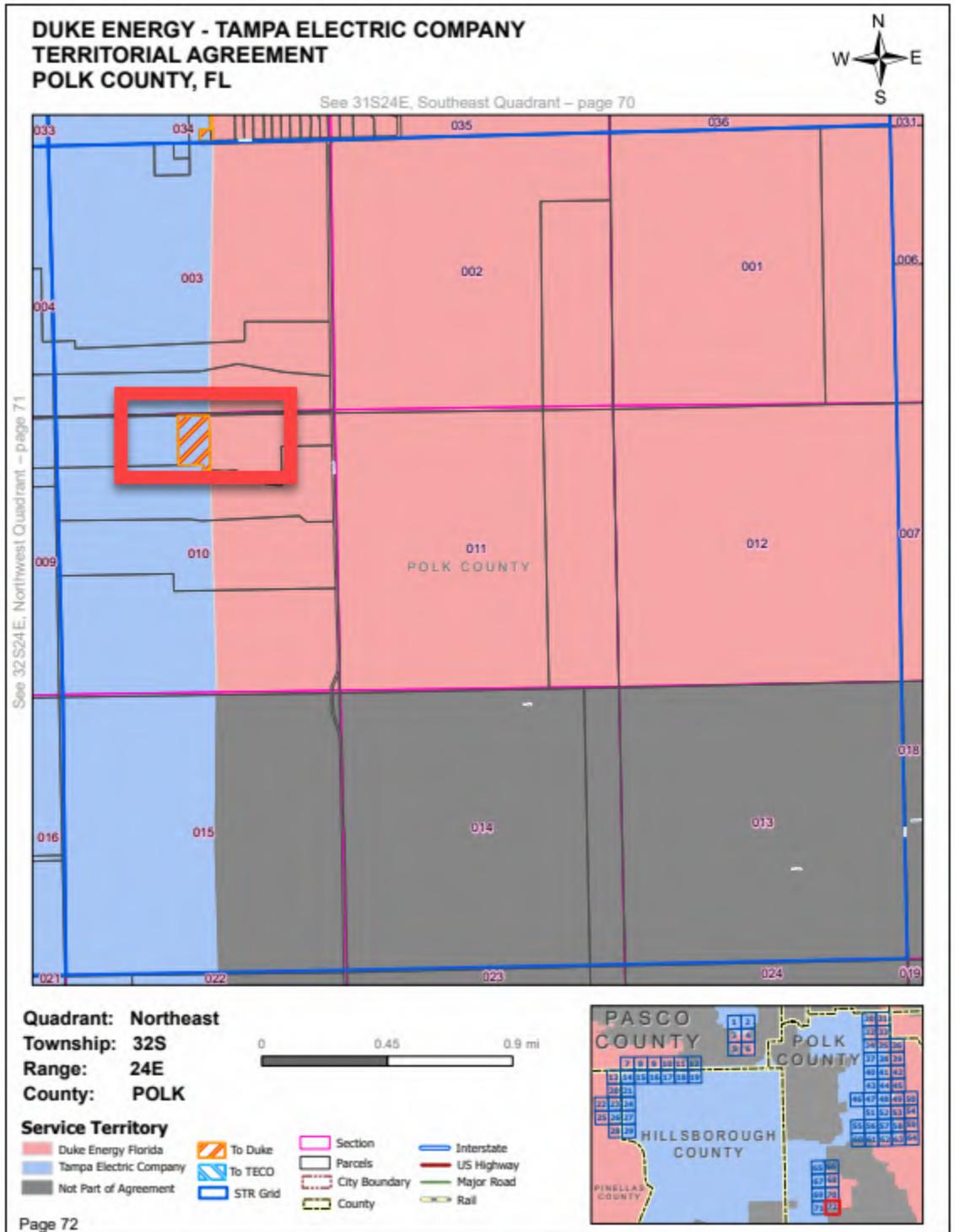


Service Territory

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|------------------------|----------|---------------|------------|
| Duke Energy Florida | To Duke | Section | Interstate |
| Tampa Electric Company | To TECO | Parcels | US Highway |
| Not Part of Agreement | STR Grid | City Boundary | Major Road |
| | | County | Rail |







**EXTRA-TERRITORIAL
CUSTOMERS SERVED BY
DUKE ENERGY FLORIDA, LLC
AND SUBJECT TO TRANSFER
TO TAMPA ELECTRIC
COMPANY**

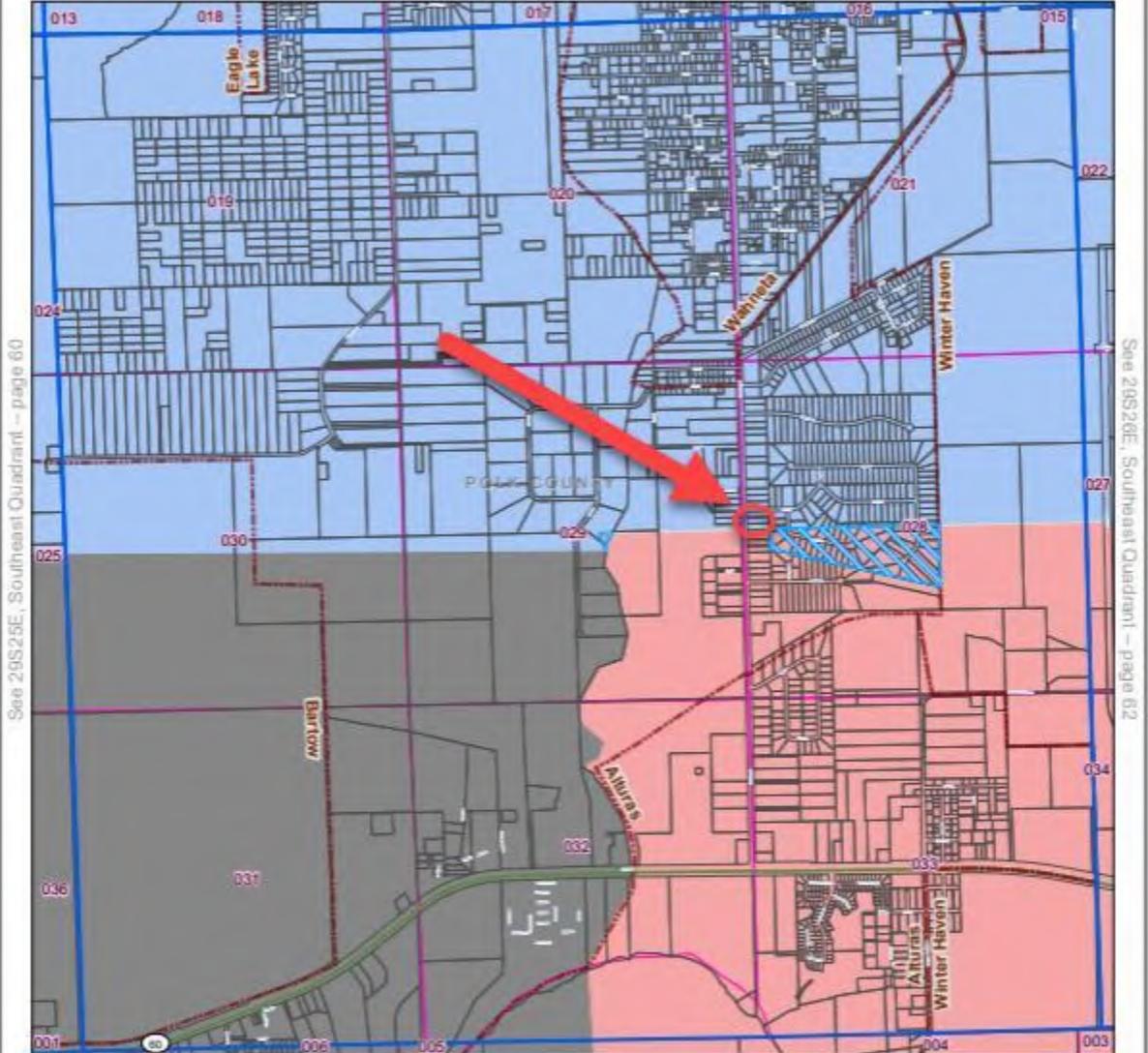
**EXTRA-TERRITORIAL CUSTOMERS SERVED BY DUKE ENERGY FLORIDA, LLC
AND SUBJECT TO TRANSFER TO TAMPA ELECTRIC COMPANY**

Premise Address	Customer Type	County	Premise No.
4507 Rifle Range Road, Winter Haven, FL 33880	Residential	Polk	5204891189
4521 Rifle Range Road, Winter Haven, FL 33880	Residential	Polk	5206721987

**DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
POLK COUNTY, FL**



See 29S26E, Northwest Quadrant - page 56



See 29S25E, Southeast Quadrant - page 60

See 29S26E, Southeast Quadrant - page 62

Quadrant: Southwest
Township: 29S
Range: 26E
County: POLK



Service Territory

- | | | | |
|------------------------|----------|---------------|------------|
| Duke Energy Florida | To Duke | Section | Interstate |
| Tampa Electric Company | To TECO | Parcels | US Highway |
| Not Part of Agreement | STR Grid | City Boundary | Major Road |
| | | County | Rail |

