



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 of Central Florida Tourism Oversight District and Duke Energy Florida, LLC for Approval of the First Amended Territorial Agreement in Orange and Osceola Counties; Docket No. _____*

Dear Mr. Teitzman:

Please file enclosed for electronic filing, the Joint Petition of Central Florida Tourism Oversight District ("CFTOD") and Duke Energy Florida, LLC ("DEF"), for Approval of a Territorial Agreement in Orange and Osceola Counties with the supporting Attachment A which includes Exhibits A-B.

Thank you for your assistance in this matter. Please feel free to call me at (850) 521-1425 should you have any questions concerning this filing.

Respectfully,

/s/ Stephanie A. Cuello

Stephanie A. Cuello

SAC/clg
Attachments

cc: Roy Payne, Esq rpayne@oversightdistrict.org

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint Petition of Central Florida
Tourism Oversight District and Duke
Energy Florida, LLC for approval of the
First Amendment to Amended
Territorial Agreement in Orange and
Osceola Counties.

Docket No. _____

**JOINT PETITION TO APPROVE FIRST AMENDMENT TO
AMENDED TERRITORIAL AGREEMENT**

Central Florida Tourism Oversight District (f/k/a Reedy Creek Improvement District) (“CFTOD”), and Duke Energy Florida, LLC (“DEF”) (collectively, the “Joint Petitioners”) pursuant to Section 366.04(2)(d), F.S., and Rule 25-6.0440, F.A.C., jointly petition the Florida Public Service Commission (“the Commission”) for approval of this First Amendment (this “First Amendment”) to that certain Amended Territorial Agreement dated August 14, 2017 between CFTOD and Duke Energy Florida, LLC and approved by the Commission in Order PSC-2017-0414-PAA-EU, and made effective and final with Consummating Order PSC-2017-0455-CO-EU (the “Existing Territorial Agreement”).

In support hereof, the Joint Petitioners represent as follows;

1. DEF is an electric utility organized under the laws of Florida and is subject to the regulatory jurisdiction of the Florida Public Service Commission pursuant to Section 366.04(2), F.S. DEF’s principal offices are located in St. Petersburg, Florida.
2. CFTOD is a special district, organized and existing under the laws of the State of Florida, and is authorized, pursuant to its Charter, to furnish electric power to areas of Orange and Osceola Counties in Florida. CFTOD was formerly known as Reedy Creek Improvement District (“RCID”) and has succeeded to all of RCID’s rights and obligations under the Existing Territorial

Agreement.

3. For purposes of this Joint Petition, the contact information of the Joint Petitioners shall be that of their respective undersigned attorneys and all pleadings, notices, and other communications in this matter should be served on the Joint Petitioners' undersigned attorneys.

4. The Joint Petitioners are currently operating in Orange and Osceola Counties under the Existing Territorial Agreement. The Existing Territorial Agreement expires November 14, 2047.

5. The Joint Petitioners desire to amend the Existing Territorial Agreement to update and correct certain changes in their respective service boundaries in Orange and Osceola Counties. The First Amendment is attached hereto as Attachment A along with accompanying maps and written descriptions delineating the updates and changes to the respective service boundaries.

6. The Joint Petitioners have determined that the updated and corrected territorial boundary line is represented herein in Revised Exhibit A to the First Amendment and Revised Exhibit A supersedes and replaces Exhibit A to the Existing Territorial Agreement. The territorial boundary modifications include the following: (i) including in DEF's service area the property located in Section 8, Township 24S, Range 27E along Hartzog Road containing approximately 100 acres which was excluded from the political boundaries of CFTOD when the Florida Legislature enacted the CFTOD Charter in 2023; (ii) including in CFTOD's service area portions of Section 16, Township 24S, Range 27E that are currently included in CFTOD's government jurisdictional boundary; and (iii) including in DEF's service area portions of State Road 530 and State Road 400 (Interstate 4).

7. Except for the foregoing modifications to the territorial boundary lines, the Existing Territorial Agreement remains unmodified and is hereby ratified and affirmed by both Joint Petitioners.

8. There are no customer transfers associated with this First Amendment and therefore no affected customers requiring notification under Rule 25-6.0440(1)(d), F.A.C. An amendment is being executed in connection with the development currently underway and at the request of the Central Florida Tourism Oversight District that Duke Energy provide service. This modification is deemed to be in the best interest of both parties and is expected to support operational efficiency.

9. The Commission has long recognized that properly constructed territorial agreements between adjacent utilities are in the public interest. This First Amendment will avoid duplication of services and wasteful expenditures, as well as protect the public health and safety from potentially hazardous conditions. For these reasons, the Joint Petitioners believe and therefore represent that the Commission's approval of this First Amendment is in the public interest.

WHEREFORE, CFTOD and DEF respectfully request that the Commission grant this Joint Petition and approve the attached First Amendment to Amended Territorial Agreement for the purposes of correcting and updating their respective service area boundaries to better avoid duplication of services and wasteful expenditures, as well as protect the public health and safety from potentially hazardous conditions.

Respectfully submitted,



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Matthew R. Bernier
Matt.Bernier@duke-energy.com

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FLRegulatoryLegal@duke-energy.com
Duke Energy Florida, LLC
106 E. College Avenue, Ste. 800
Tallahassee, FL 32301
(850) 521-1425



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General Counsel
Central Florida Tourism Oversight District
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Lake Buena Vista, FL 32869-0519
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Email: rpayne@oversightdistrict.org
Attorney for CENTRAL FLORIDA TOURISM
OVERSIGHT DISTRICT

Attachment A

First Amendment to Amended Territorial Agreement

Central Florida Tourism Oversight
District
and
Duke Energy Florida, LLC.

FIRST AMENDMENT TO AMENDED TERRITORIAL AGREEMENT

Central Florida Tourism Oversight District (“CFTOD”) (f/k/a/ Reedy Creek Improvement District (“RCID”)), and Duke Energy Florida, LLC. (“DEF”) (collectively, the “Parties”) enter into this First Amendment to Amended Territorial Agreement (the “Amended Agreement”) on this 13th day of February , 2026.

WITNESSETH:

WHEREAS, CFTOD, a special district organized and existing by virtue of legislative authority, and DEF, an electric utility organized under the laws of Florida and is subject to the regulatory jurisdiction of the Florida Public Service Commission pursuant to Section 366.04(2), F.S., are each authorized, empowered and obligated by their corporate charters and laws of the State of Florida to furnish retail electric service to persons upon request within their respective service areas in Orange and Osceola Counties; and

WHEREAS, CFTOD (as successor to RCID) and DEF are parties to an Amended Territorial Agreement delineating their respective service territories in Orange and Osceola Counties which was approved by the Florida Public Service Commission (“Commission”) in Order No. PSC-2017-0414-PAA-EU issued on October 24, 2017, in Docket No. 20170175-EU (“Existing Agreement”); and

WHEREAS, the Parties desire to further amend the Existing Agreement through this First Amendment pertaining to Orange and Osceola Counties to update and correct certain changes in their respective service boundaries in Orange and Osceola Counties, in order to continue operational efficiencies and customer service improvements in the aforesaid Counties, while continuing to eliminate circumstances that could give rise to the uneconomic duplication of service facilities and hazardous situations that territorial agreements are intended to avoid; and

WHEREAS, the Commission is empowered by the Florida legislature, pursuant to section 366.04(2)(d), Florida Statutes, to approve territorial agreements and the Commission, as a matter of long-standing regulatory policy, has encouraged retail territorial agreements between electric utilities subject to its jurisdiction based on its findings that such agreements, when properly established and administered by the parties and actively supervised by the Commission, avoid uneconomic duplication of facilities, promote safe and efficient operations by utilities in rendering electric service provided to their customers, and therefore serve the public interest.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, which shall be construed as being interdependent, the Parties hereby agree as follows:

ARTICLE I

DEFINED TERMS

All references in the Existing Agreement to Reedy Creek Improvement District and RCID shall be deemed to be references to Central Florida Tourism Oversight District and CFTOD, respectively.

The following sections of Article I (Definitions) of the Existing Agreement are hereby deleted in their entirety and replaced with the following:

Section 1.1: Territorial Boundary Line. As used herein, the term "Territorial Boundary Line" shall mean the boundary line(s) depicted on the maps attached hereto as **Revised Exhibit A** which delineate and differentiate the Parties' respective Territorial Areas in Orange and Osceola Counties. Additionally, pursuant to Rule 25-6.0440 (1 (a)), a written description of the territorial areas served by each Party is attached hereto as **Revised Exhibit B.**

Section 1.2: CFTOD Territorial Area. As used herein, the term "CFTOD Territorial Area" shall mean the geographic areas in Orange and Osceola Counties allocated to CFTOD as its

retail service territory and labeled as "Central Florida Tourism Oversight District" on the maps contained in Revised Exhibit A.

Section 1.3: Duke Energy Territorial Area. As used herein, the term "Duke Energy Territorial Area" shall mean the geographic areas in Orange and Osceola Counties allocated to Duke Energy as its retail service territory and labeled as "Duke Energy" on the maps contained in Revised Exhibit A.

Section 1.9: Effective Date. As used herein, the term "Effective Date" shall mean the date on which the final Order of the Commission granting approval of this First Amendment in its entirety becomes no longer subject to judicial review.

ARTICLE II

PREREQUISITE APPROVAL

Section 2.1: Commission Approval. The provisions and the Parties' performance of this First Amendment are subject to the regulatory authority of the Commission, and appropriate approval by the Commission of this First Amendment in its entirety shall be an absolute condition precedent to the validity, enforceability, and applicability hereof. This First Amendment shall have no effect whatsoever until Commission approval has been obtained. Any proposed modification to this First Amendment or the Existing Agreement shall be submitted to the Commission for approval. In addition, the Parties agree to jointly petition the Commission to resolve any dispute concerning the provisions of this First Amendment or Existing Agreement or the Parties' performance hereunder.

Upon approval of the Commission, this First Amendment shall be deemed to amend and modify the Existing Agreement and ratify and reaffirm the Existing Agreement as amended hereby.

Section 2.2: Liability in the Event of Disapproval. In the event approval

pursuant to Section 2.1 is not obtained, neither Party shall have claim against the other Party arising under this First Amendment and the terms of the Existing Agreement (as unamended) shall remain in full force and effect.

ARTICLE III

MISCELLANEOUS

Section 3.1: Notices. Notices and other written communications contemplated

By the Existing Agreement (as amended hereby) shall be deemed to have been given if sent by certified mail, postage prepaid, by prepaid private courier as follows:

To CFTOD:	To Duke Energy Florida LLC:
Stephanie Kopelousos, District Administrator	Melissa Seixas, State President
Central Florida Tourism Oversight District	Duke Energy Florida, LLC
1900 Hotel Plaza Blvd., PO Box 690519	PO Box 14042
Lake Buena Vista, Florida 32869-05190	St. Petersburg, Florida 33733

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

Section 3.2: Incorporation and Ratification. This First Amendment shall be incorporated into and made part of the Existing Agreement, and all provisions of the Existing Agreement not expressly modified hereby shall remain in full force and effect. As amended hereby, the Existing Agreement is hereby ratified and reaffirmed by the Parties hereto.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed in their respective corporate names and their corporate seals affixed by their duly authorized

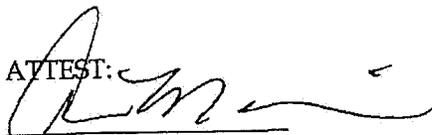
officers on the day and year first above written.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

C. Michael CRKIS

By: C. Michael Crkis FOR
District Administrator

ATTEST:



District Secretary

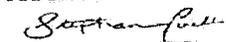
(SEAL)



DUKE ENERGY FLORIDA, LLC

By: Whissa Seinas
State President

ATTEST:



Associate General Counsel

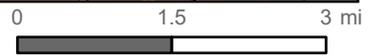
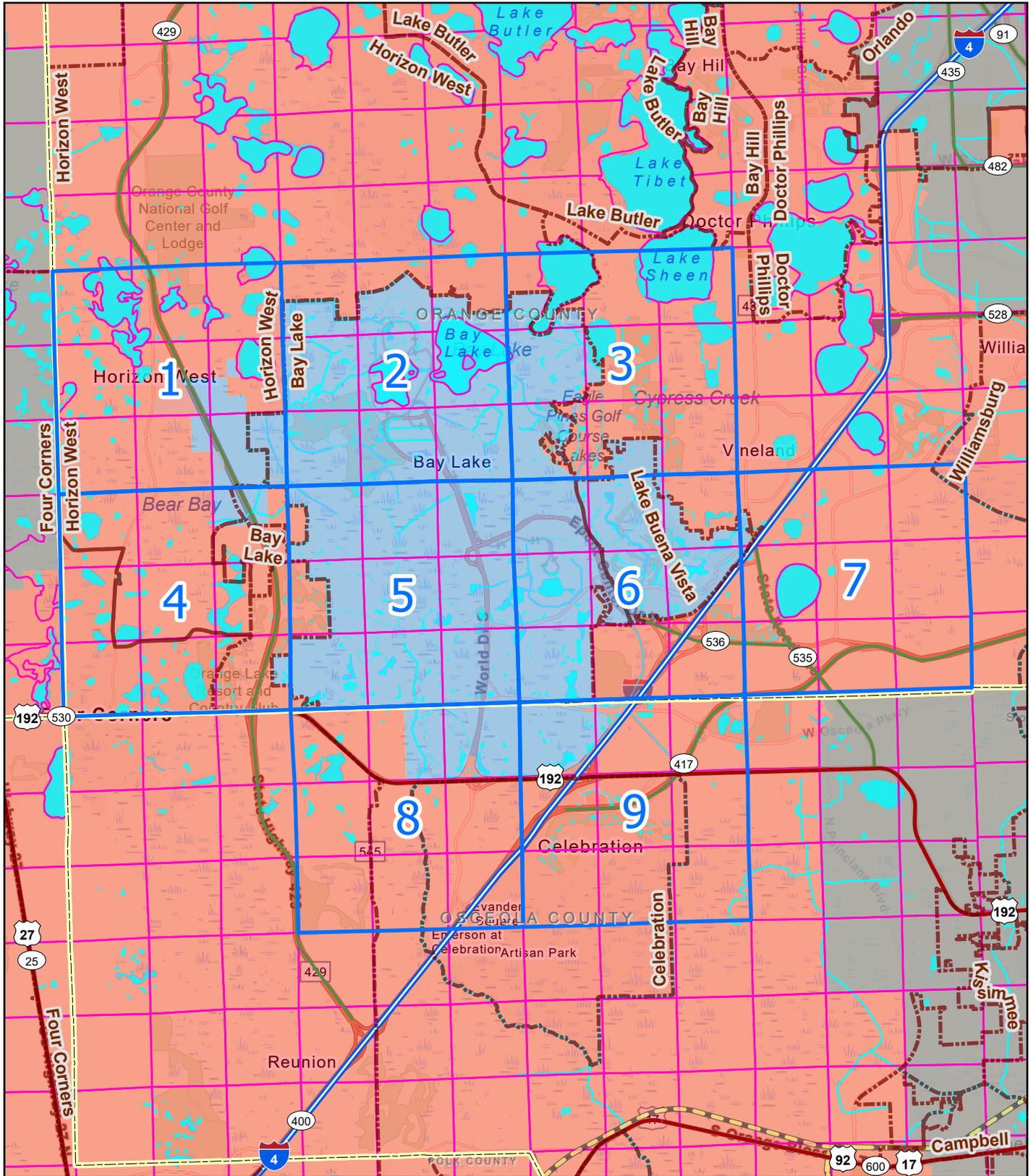
(SEAL)

Revised Exhibit A

(Supersedes and Replaces Exhibit A to the Amended Territorial Agreement)

Revised Territorial Agreement Maps Delineating the Territorial Service Boundaries in Orange and Osceola Counties

**DUKE ENERGY - CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
TERRITORIAL AGREEMENT
ORANGE & OSCEOLA
PAGE INDEX**



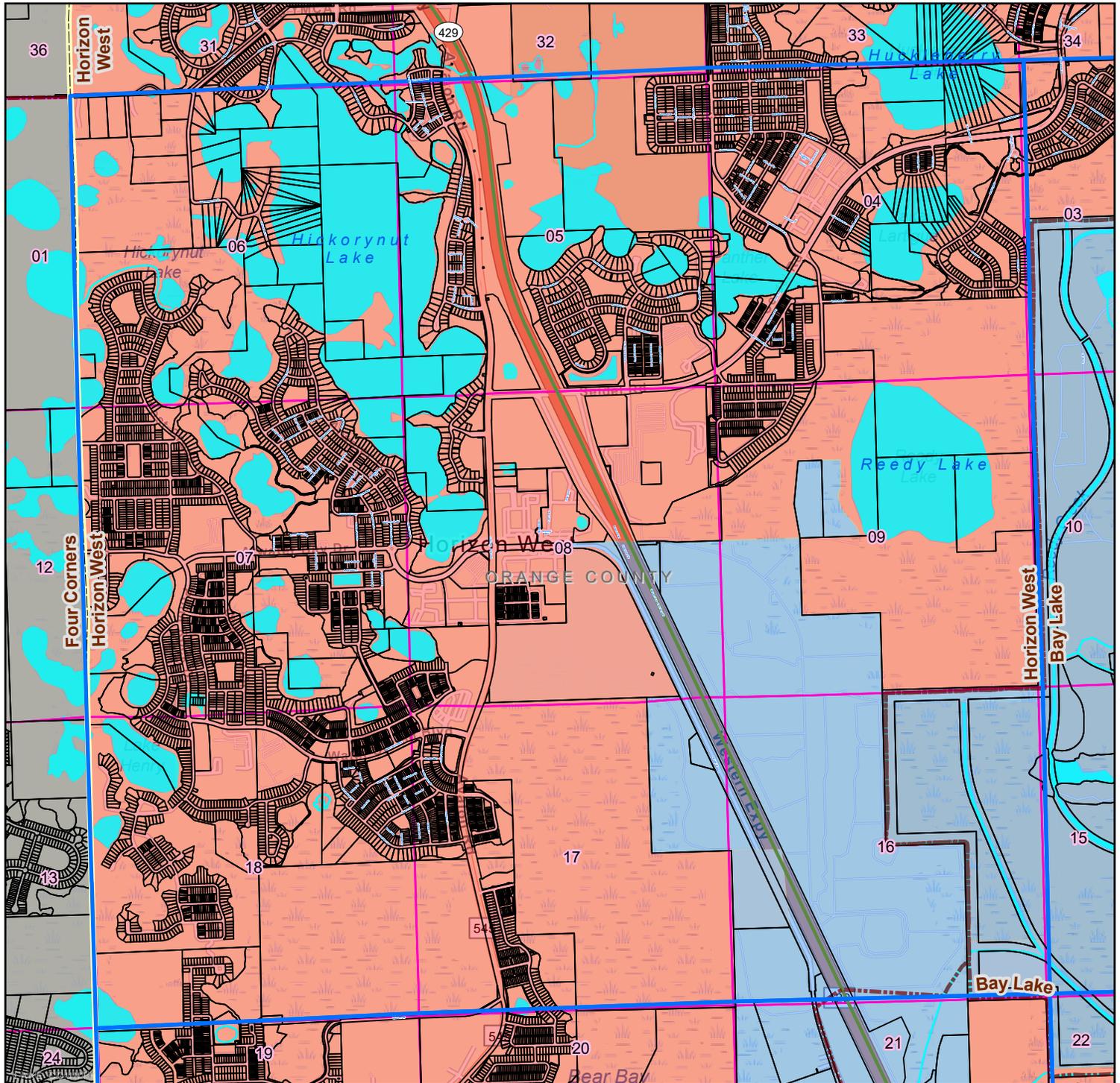
Service Territory

- Duke Energy Florida
- CFTOD
- Not Part of Agreement

- City Boundary
- County
- Section
- Water

- Interstate
- US Highway
- Major Road
- Rail

**DUKE ENERGY - CENTRAL FLORIDA TOURISM OVERSIGHT
DISTRICT TERRITORIAL AGREEMENT
ORANGE COUNTY, FL**



See 24S27E, Southwest Quadrant – page 4

See 24S27E, Northeast Quadrant – page 2

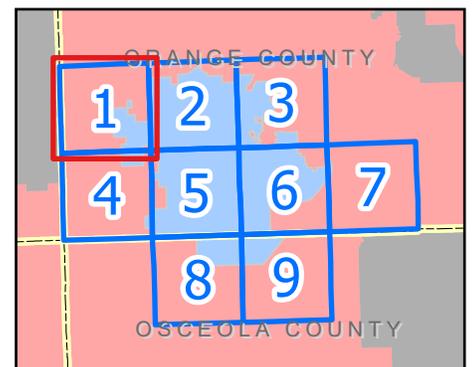
Quadrant: Northwest
Township: 24S
Range: 27E
County: ORANGE



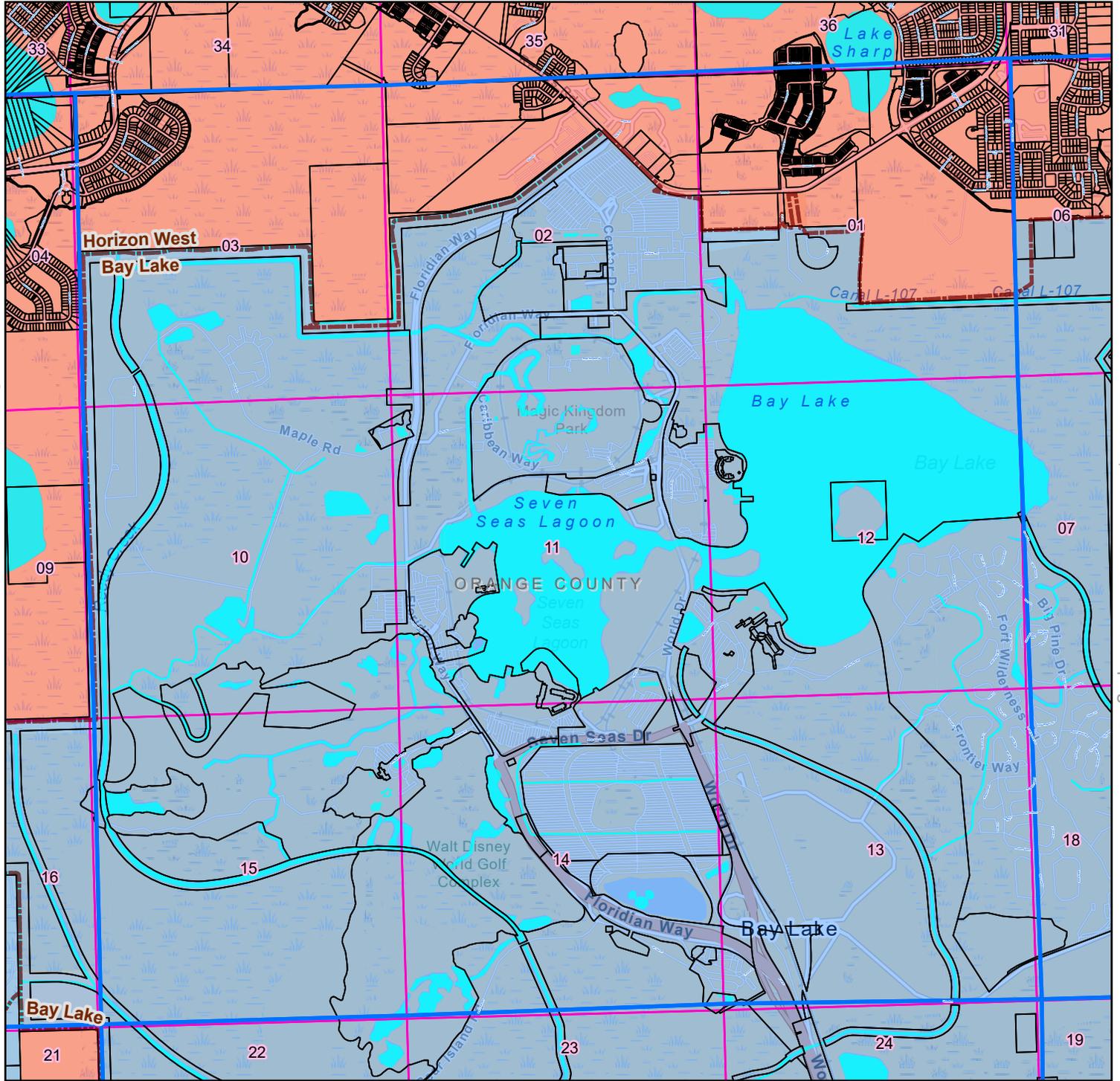
Service Territory

- Duke Energy Florida
- CFTOD
- Not Part of Agreement

- Map Grid
- Section
- Parcels
- City Boundary
- County
- Water
- Interstate
- US Highway
- Major Road
- Rail



DUKE ENERGY - CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT TERRITORIAL AGREEMENT ORANGE COUNTY, FL



See 24S27E, Northwest Quadrant – page 1

See 24S28E, Northwest Quadrant – page 3

See 24S27E, Southeast Quadrant – page 5

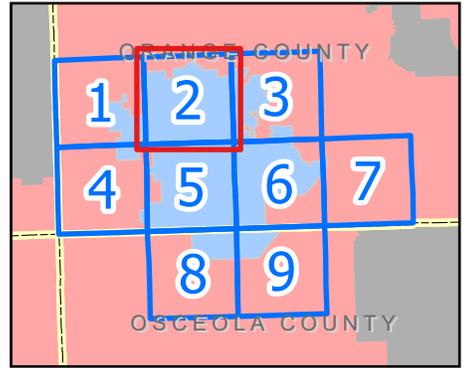
Quadrant: Northeast
Township: 24S
Range: 27E
County: ORANGE



Service Territory

- Duke Energy Florida
- CFTOD
- Not Part of Agreement

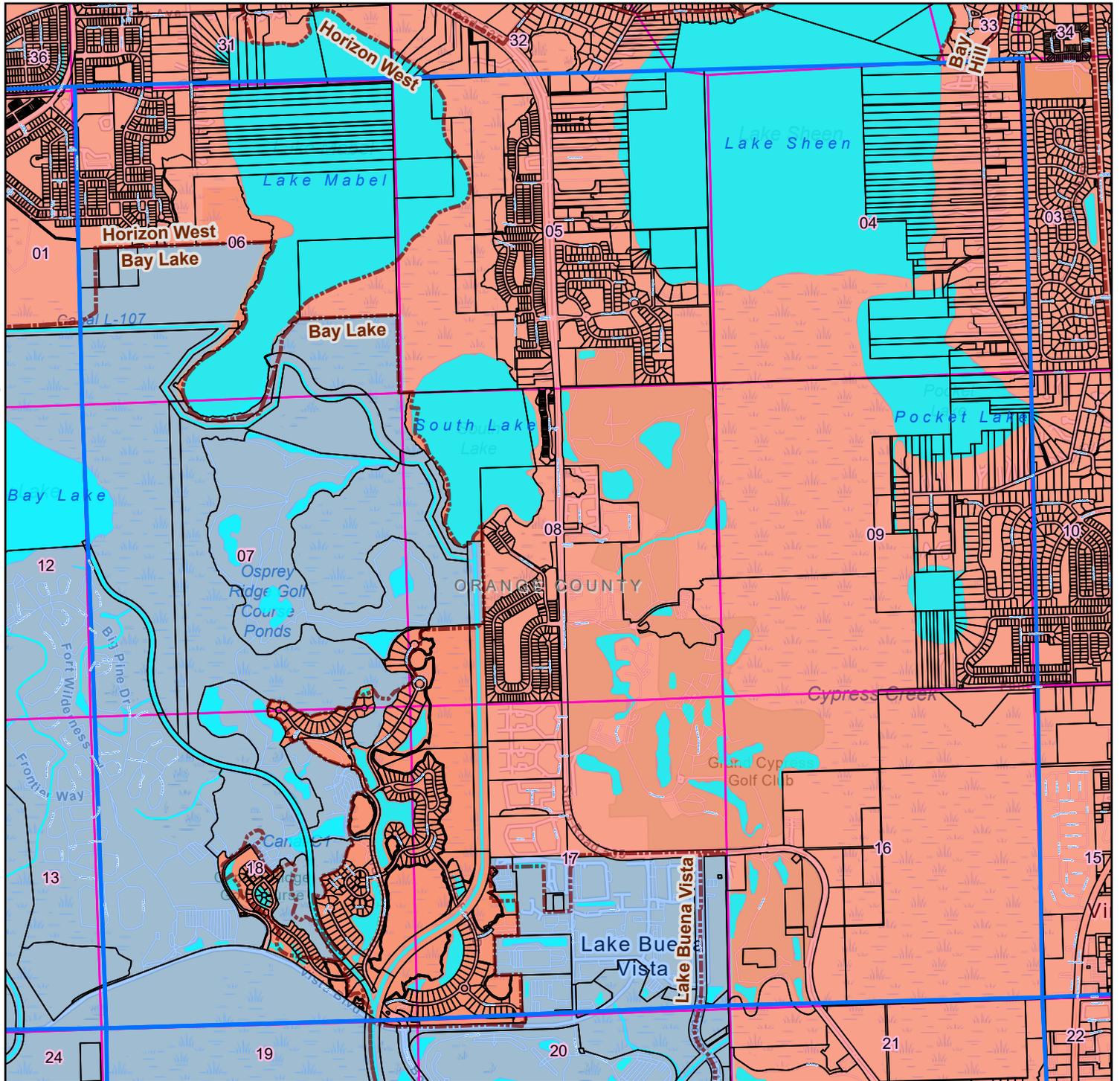
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**DUKE ENERGY - CENTRAL FLORIDA TOURISM OVERSIGHT
DISTRICT TERRITORIAL AGREEMENT
ORANGE COUNTY, FL**



See 24S27E, Northeast Quadrant – page 2



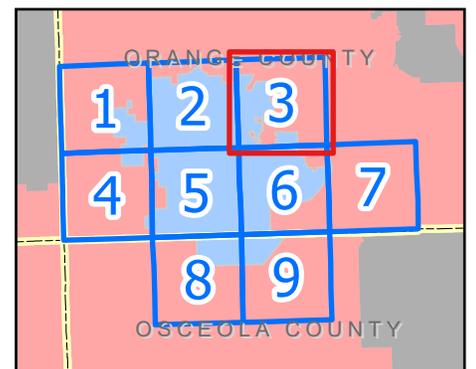
See 24S28E, Southwest Quadrant – page 6

Quadrant: Northwest
Township: 24S
Range: 28E
County: ORANGE



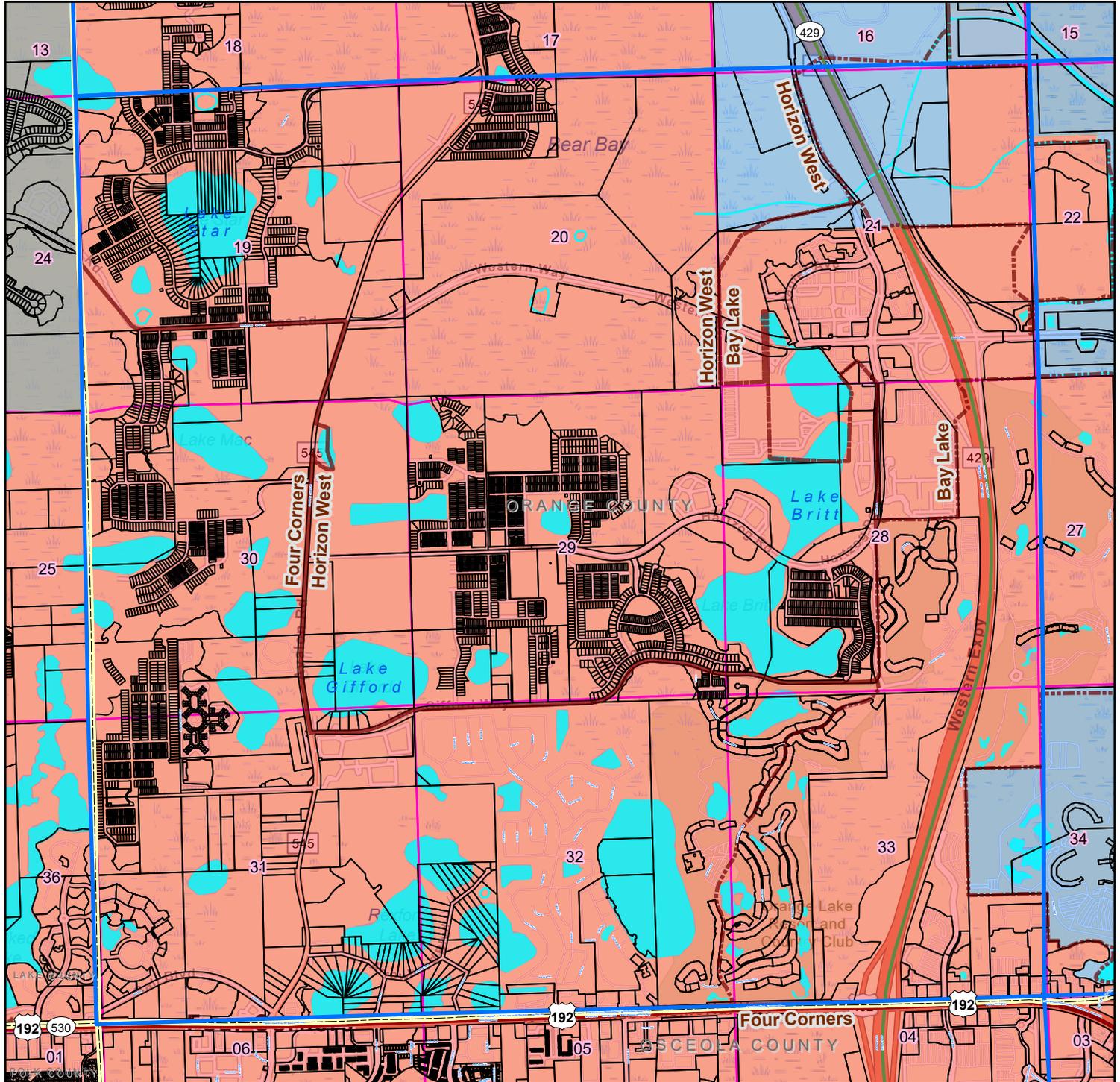
Service Territory

- | | | | |
|-----------------------|----------|---------------|------------|
| Duke Energy Florida | Map Grid | City Boundary | Interstate |
| CFTOD | Section | County | US Highway |
| Not Part of Agreement | Parcels | Water | Major Road |
| | | | Rail |



DUKE ENERGY - CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT TERRITORIAL AGREEMENT ORANGE COUNTY, FL

See 24S27E, Northwest Quadrant – page 1



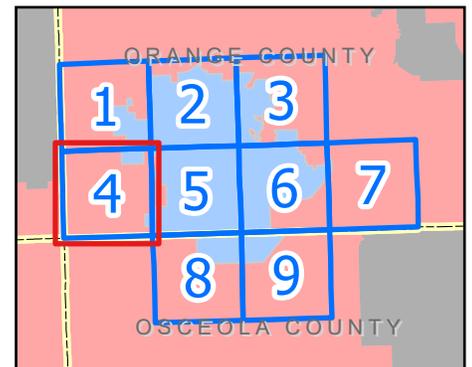
See 24S27E, Southeast Quadrant – page 5

Quadrant: Southwest
Township: 24S
Range: 27E
County: ORANGE



Service Territory

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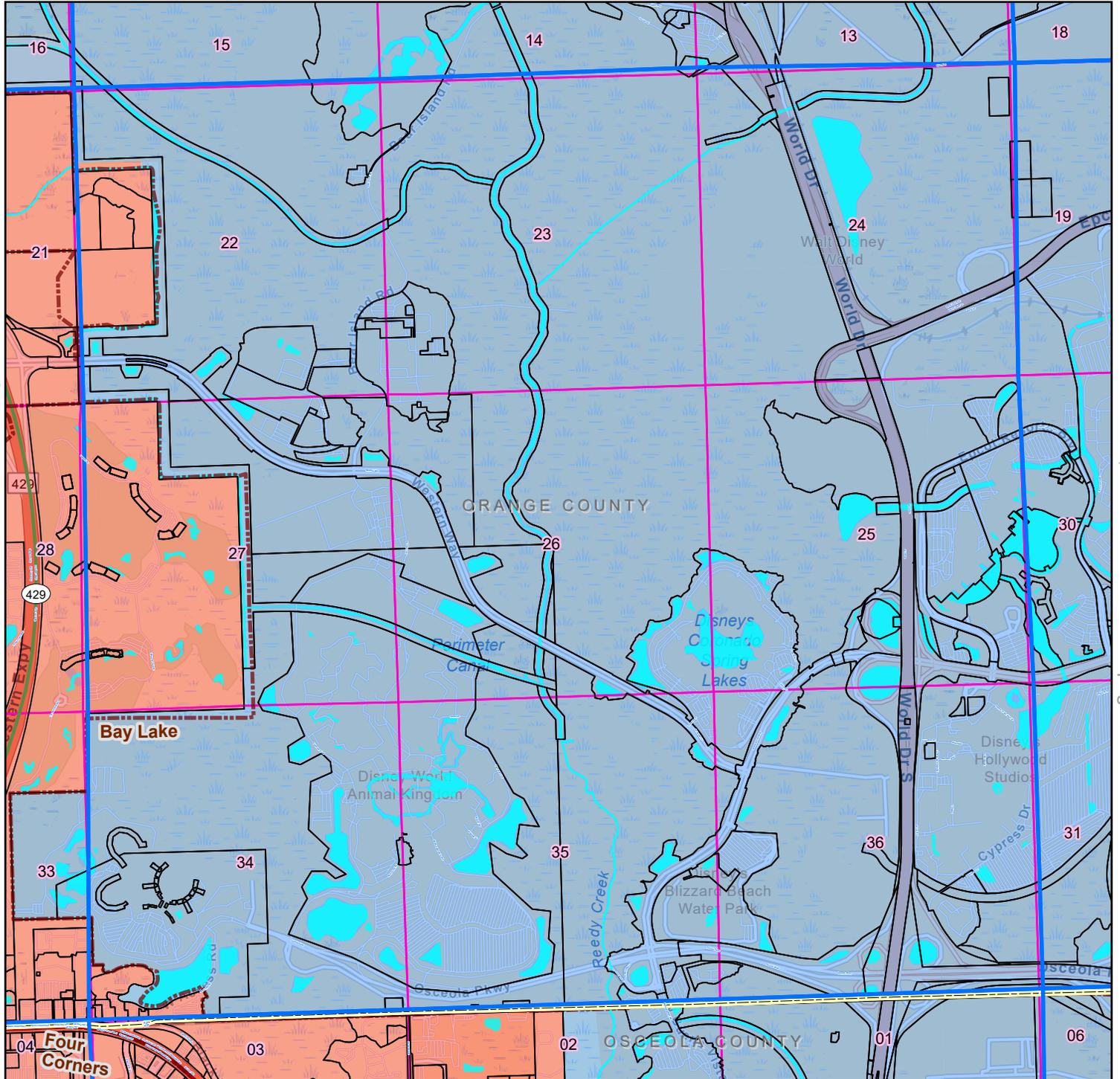
DUKE ENERGY - CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT TERRITORIAL AGREEMENT ORANGE COUNTY, FL



See 24S27E, Northeast Quadrant – page 2

See 24S27E, Southwest Quadrant – page 4

See 24S28E, Southwest Quadrant – page 6



See 25S27E, Northeast Quadrant – page 8

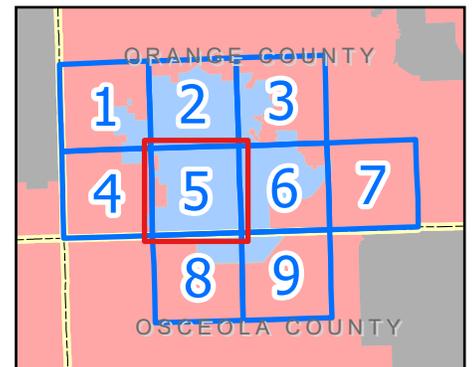
Quadrant: Southeast
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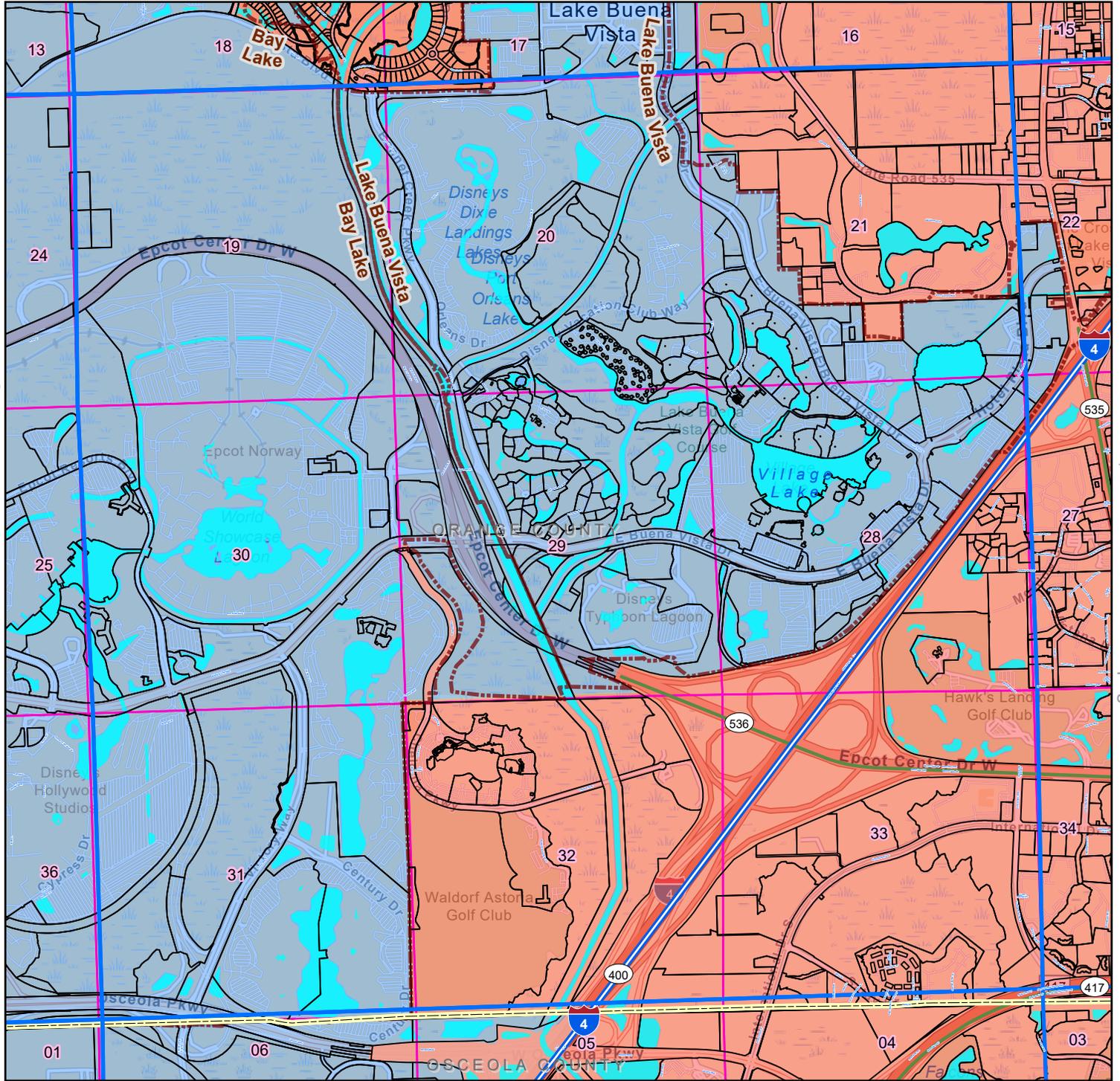
DUKE ENERGY - CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT TERRITORIAL AGREEMENT ORANGE COUNTY, FL



See 24S28E, Northwest Quadrant – page 3

See 24S27E, Southeast Quadrant – page 5

See 24S28E, Southeast Quadrant – page 7



See 25S28E, Northwest Quadrant – page 9

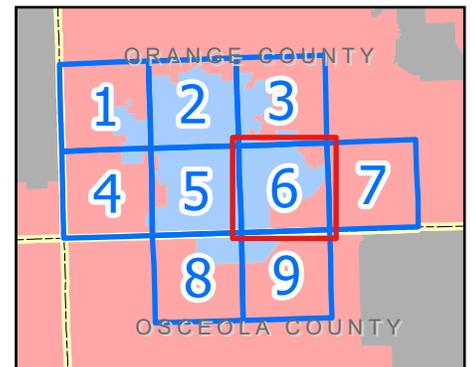
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Township: 24S
Range: 28E
County: ORANGE



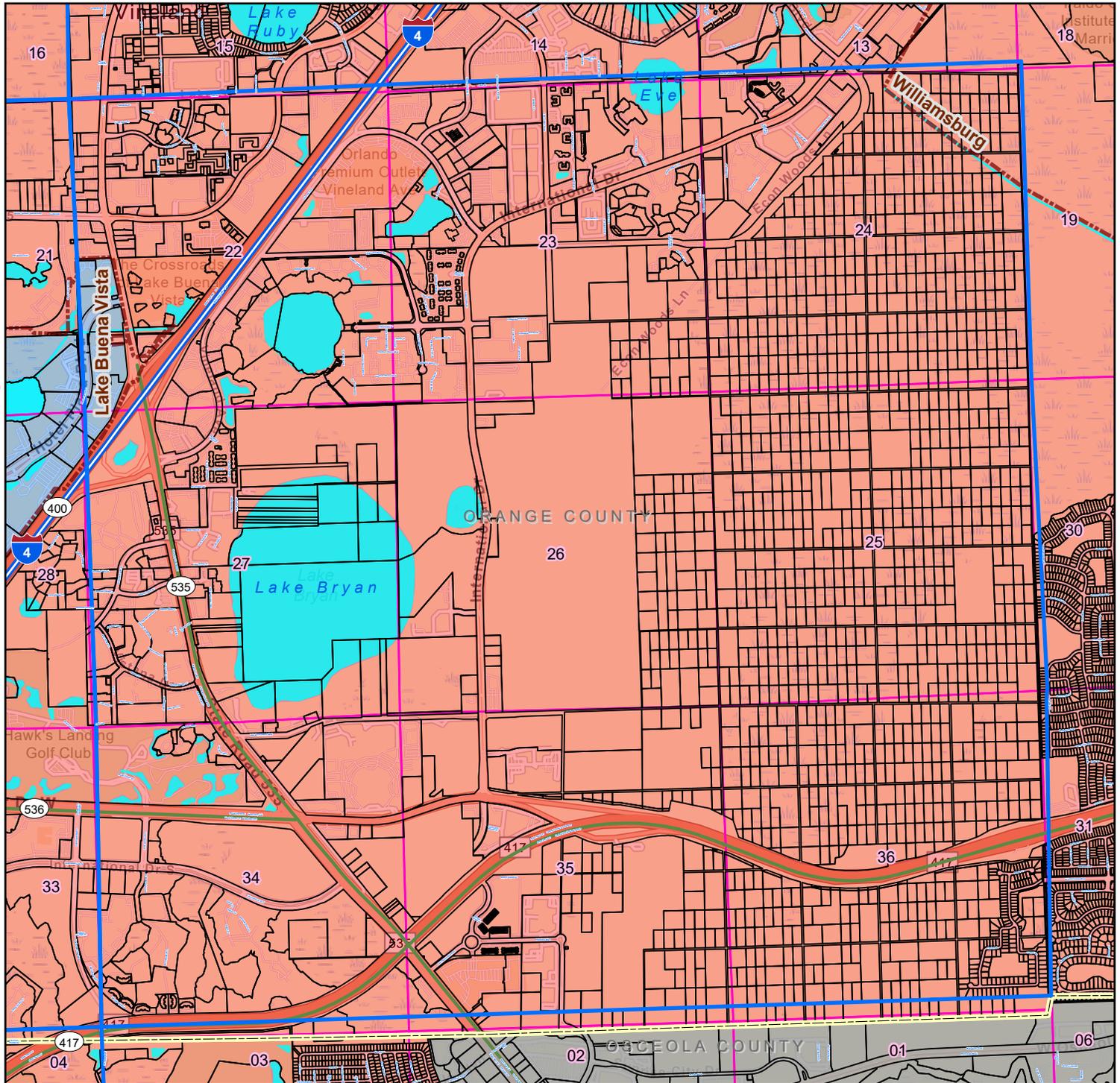
Service Territory

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DUKE ENERGY - CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT TERRITORIAL AGREEMENT ORANGE COUNTY, FL



See 24S28E, Southwest Quadrant - page 6

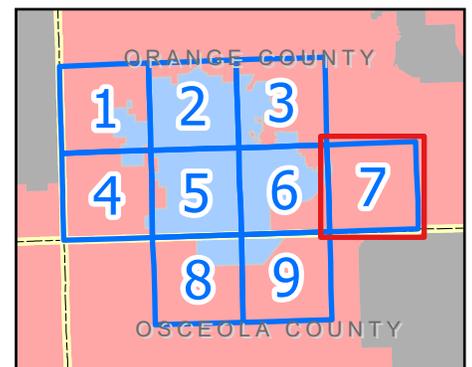
Quadrant: Southeast
Township: 24S
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Service Territory

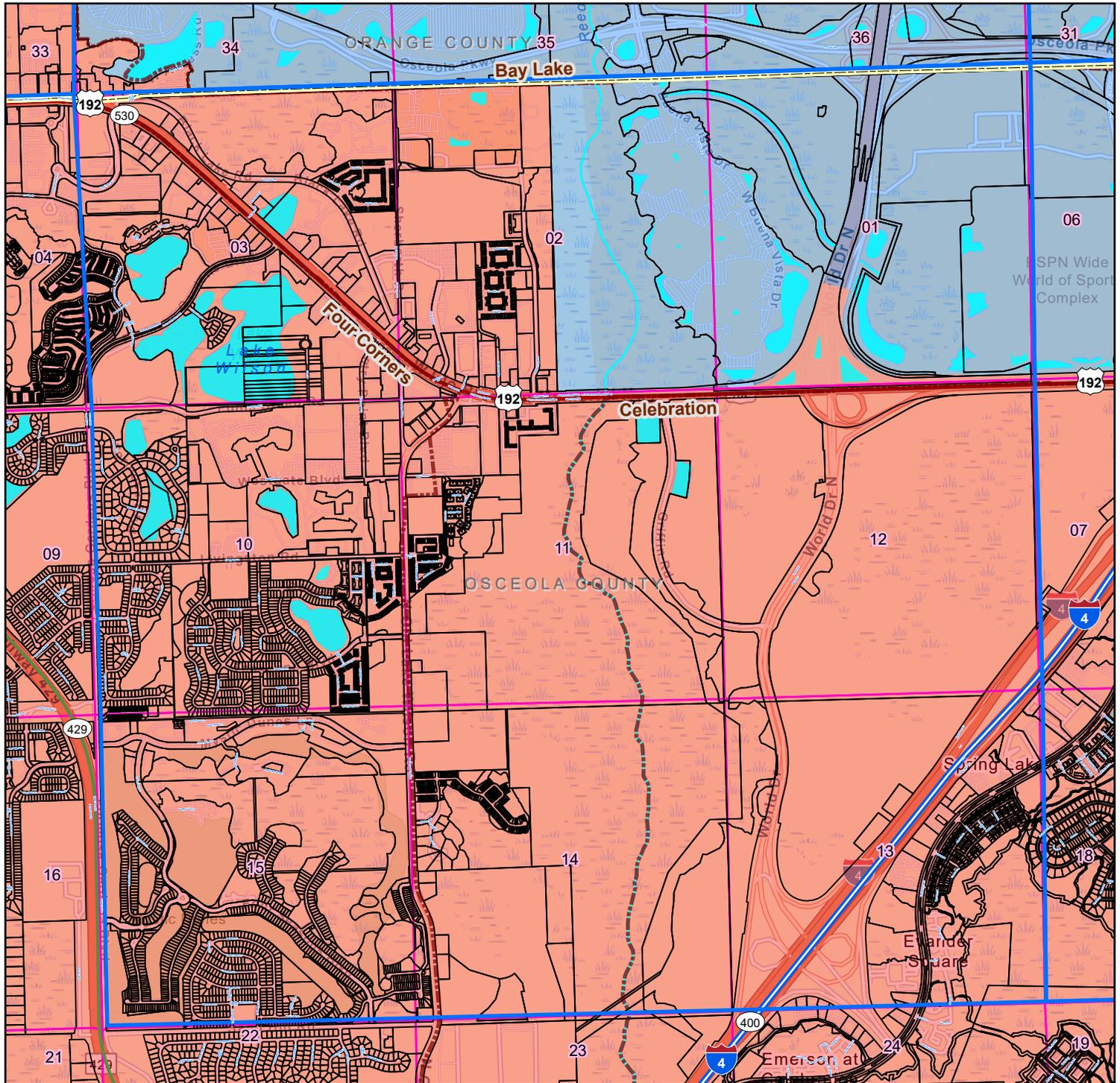
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DUKE ENERGY - CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT TERRITORIAL AGREEMENT OSCEOLA COUNTY, FL

See 24S27E, Southeast Quadrant – page 5



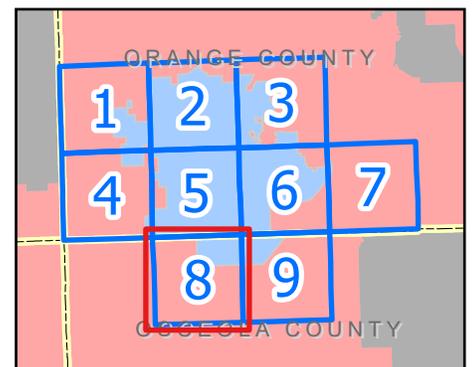
See 25S28E, Northwest Quadrant – page 9

Quadrant: Northeast
Township: 25S
Range: 27E
County: OSCEOLA



Service Territory

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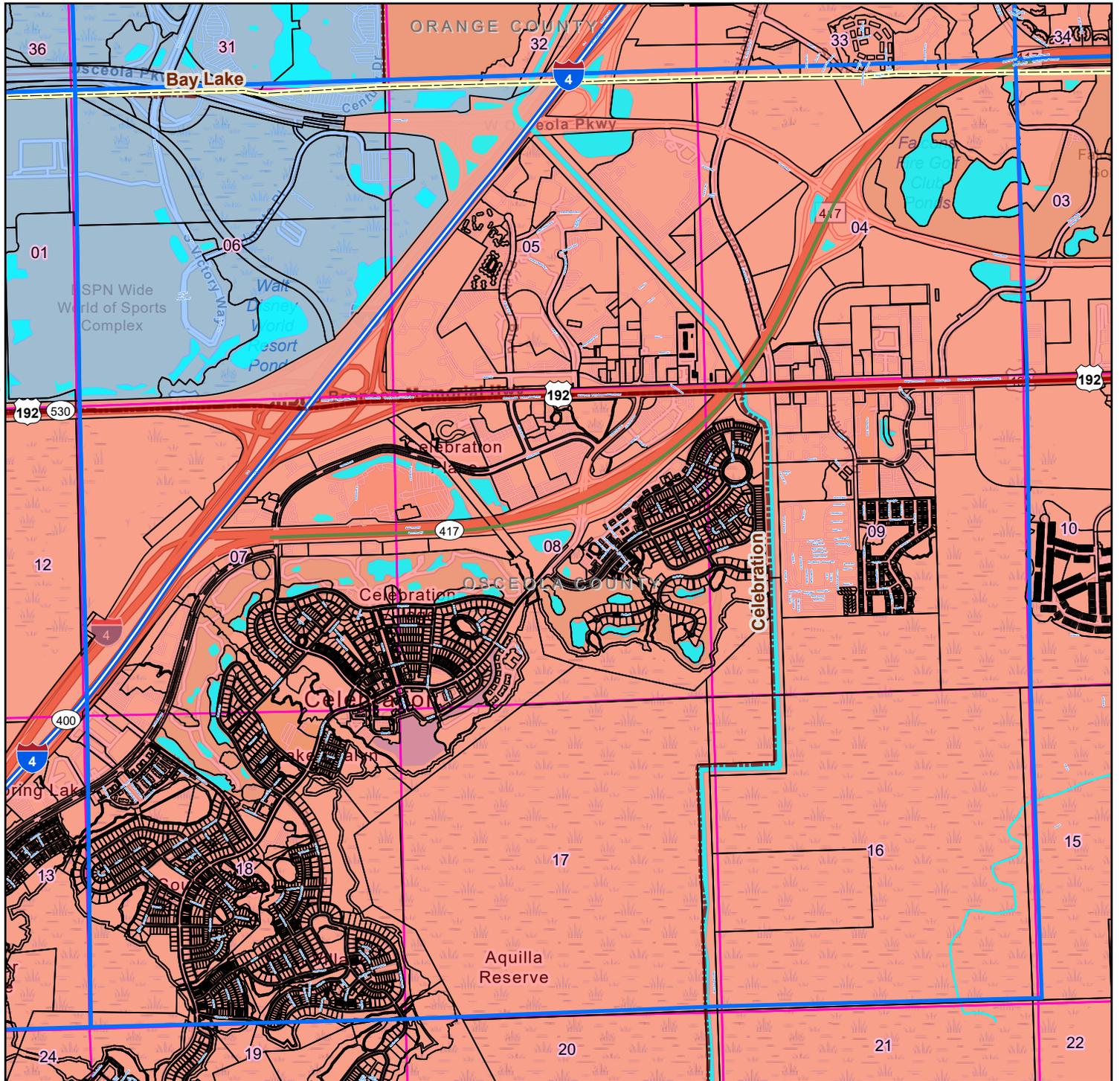


DUKE ENERGY - CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT TERRITORIAL AGREEMENT OSCEOLA COUNTY, FL

See 24S28E, Southwest Quadrant – page 6



See 25S27E, Northeast Quadrant – page 8



Quadrant: Northwest
Township: 25S
Range: 28E
County: OSCEOLA



Service Territory

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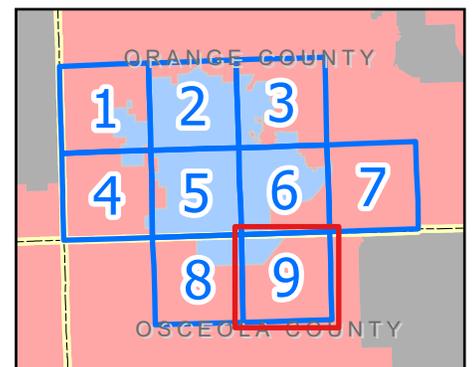


Exhibit B

Written Descriptions of the Territorial Areas Served in Orange and Osceola Counties

INTERNAL

Map Page	County	Quarter	Township/Range	Section(s)	Description/Notes
1	Orange	NW	T24S, R27E	4, 5, 6, 7	The entire section is served by DEF. No areas are served by CFTOD.
1	Orange	NW	T24S, R27E	8	DEF serves this section except for the southeastern corner area that is served by CFTOD.
1	Orange	NW	T24S, R27E	9	DEF serves this section except for the southwestern corner area that is served by CFTOD.
1	Orange	NW	T24S, R27E	16	This entire section is served by CFTOD. No areas are served by DEF.
1	Orange	NW	T24S, R27E	17	DEF serves this section except for the northeastern corner area that is served by CFTOD.
1	Orange	NW	T24S, R27E	18	The entire section is served by DEF. No areas are served by CFTOD.
2	Orange	NE	T24S, R27E	1, 2, 3	DEF serves the northern area of these sections. CFTOD serves the southern area of these sections.
2	Orange	NE	T24S, R27E	10, 11, 12, 13, 14, 15	The entire section is served by CFTOD. No areas are served by DEF.
3	Orange	NW	T24S, R28E	4, 5	The entire section is served by DEF. No areas are served by CFTOD.
3	Orange	NW	T24S, R28E	6	DEF serves the northwestern area of the section. CFTOD serves the south & southeastern area of the section.
3	Orange	NW	T24S, R28E	7	CFTOD serves this section except for 8 full parcels and half of 2 parcels that are served by DEF.
3	Orange	NW	T24S, R28E	8	DEF serves this section except for the southwestern area by the Bay Lake area that is served by CFTOD.
3	Orange	NW	T24S, R28E	9, 16	The entire section is served by DEF. No areas are served by CFTOD.
3	Orange	NW	T24S, R28E	17	DEF serves this section except for the southeastern area within Lake Buena Vista area that is served by CFTOD.
3	Orange	NW	T24S, R28E	18	CFTOD serves this section except for the northeastern area near the Osprey Ridge Golf Course, Vista Blvd, and the City Boundary line area that is served by DEF which includes about 176 parcels and half of 3 parcels.
4	Orange	SW	T24S, R27E	19, 20	The entire section is served by DEF. No areas are served by CFTOD.
4	Orange	SW	T24S, R27E	21	DEF serves this entire section except for the northwestern area in the Horizon West City Boundary line that is served by CFTOD.
4	Orange	SW	T24S, R27E	28, 29, 30, 31, 32, 33	DEF serves the entire section. No areas are served by CFTOD.

INTERNAL

5	Orange	SE	T24S, R27E	22	CFTOD serves the entire section except for one area on the western side by the City Boundary line that is served by DEF.
5	Orange	SE	T24S, R27E	23, 24, 25, 26	CFTOD serves the entire section. No areas are served by DEF.
5	Orange	SE	T24S, R27E	27	CFTOD serves the entire section except for one area on the western side by the City Boundary line that is served by DEF.
5	Orange	SE	T24S, R27E	34	CFTOD serves the entire section except for the southwestern area that includes 10 parcels that are served by DEF.
5	Orange	SE	T24S, R27E	35, 36	CFTOD serves the entire section. No areas are served by DEF.
6	Orange	SW	T24S, R28E	19, 20	This entire section is served by CFTOD. No areas are served by DEF.
6	Orange	SW	T24S, R28E	21	DEF serves the northeastern area of the section. CFTOD serves the southwestern area by E Buena Vista Dr of the section.
6	Orange	SW	T24S, R28E	28	DEF serves the southeastern area of the section. CFTOD serves the northwestern area within E Buena Vista Dr and Village Lake.
6	Orange	SW	T24S, R28E	29	CFTOD serves the entire section except for a small area on the southern border of the section within the City Boundary line towards the end of the Epcot Center Dr W Road.
6	Orange	SW	T24S, R28E	30, 31	This entire section is served by CFTOD. No areas are served by DEF.
6	Orange	SE	T24S, R28E	32, 33	The entire section is served by DEF. No areas are served by CFTOD.
7	Orange	SE	T24S, R28E	22	DEF serves this section except for the southwest area within the City of Lake Buena Vista that's served by CFTOD.
7	Orange	SE	T24S, R28E	23, 24, 25, 26	The entire section is served by DEF. No areas are served by CFTOD.
7	Orange	SE	T24S, R28E	27	DEF serves this section except for the top western corner area within the City of Lake Buena Vista that's served by CFTOD.
7	Orange	SE	T24S, R28E	34, 35, 36	The entire section is served by DEF. No areas are served by CFTOD.
8	Osceola	NE	T25S, R27E	1	This entire section is served by CFTOD except for the southern side of World Dr N that is served by DEF.

PCL XL error

Subsystem: KERNEL

Error: IllegalTag

Operator: 0x31

Position: 230432