

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition for approval of ) DOCKET NO. 950333-EC  
territorial agreement between ) ORDER NO. PSC-95-0783-FOF-EC  
Clay Electric Cooperative, Inc. ) ISSUED: June 29, 1995  
and Sumter Electric Cooperative, )  
Inc. )  
\_\_\_\_\_ )

The following Commissioners participated in the disposition of this matter:

SUSAN F. CLARK, Chairman  
J. TERRY DEASON  
JOE GARCIA  
JULIA L. JOHNSON  
DIANE K. KIESLING

NOTICE OF PROPOSED AGENCY ACTION  
ORDER APPROVING TERRITORIAL AGREEMENT

BY THE COMMISSION:

NOTICE IS HEREBY GIVEN by the Florida Public Service Commission that the action discussed herein is preliminary in nature and will become final unless a person whose interests are substantially affected files a petition for a formal proceeding, pursuant to Rule 25-22.029, Florida Administrative Code.

On March 27, 1995, Clay Electric Cooperative, Inc. (Clay) and Sumter Electric Cooperative, Inc. (Sumter) filed a joint petition for approval of a territorial agreement (agreement). A copy of the agreement is attached and incorporated herein. The agreement delineates each utility's respective service area in Lake, Levy, and Marion counties, and eliminates the potential uneconomic duplication of facilities by the two cooperatives in the tri-county area. Pursuant to the agreement, each utility's electric facilities used to serve its retail customers will be located wholly within its respective service area. In addition, no existing customers or facilities will be transferred.

Section 2.2 of the agreement recognizes that on occasion it may be necessary for one utility to provide service, on an interim basis, to new customers whose end-use facilities are located within the territorial area of the other utility. We do not require that the parties file annual reports, but the parties should request our approval of all interim service arrangements that last or are expected to last for more than one year.

DOCKET NUMBER-DATE

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PSC-RECORDS/REPORTING

ORDER NO. PSC-95-0783-FOF-EC  
DOCKET NO. 950333-EC  
PAGE 2

The agreement, if approved, will remain in effect for thirty years from the date of the order granting approval and it will continue in effect until modified or withdrawn by the Commission.

Having reviewed the joint petition and the agreement, we believe that the agreement is in the public interest and its adoption will further our goal of preventing uneconomic duplication of facilities in the State of Florida. Accordingly, we approve the agreement, with the condition that the parties shall inform us of interim service arrangements which last or are expected to last for more than one year.

It is, therefore,

ORDERED by the Florida Public Service Commission that the territorial agreement submitted by Clay Electric Cooperative, Inc. and Sumter Electric Cooperative, Inc. is hereby approved. It is further

ORDERED that Clay Electric Cooperative, Inc. and Sumter Electric Cooperative, Inc. shall notify the Florida Public Service Commission of interim service arrangements as described in the body of this Order. It is further

ORDERED that the provisions of this Order, issued as proposed agency action, shall become final and effective unless an appropriate petition, in the form provided by Rule 25-22.036, Florida Administrative Code, is received by the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on the date set forth in the "Notice of Further Proceedings or Judicial Review" attached hereto. It is further

ORDERED that in the event this Order becomes final, this Docket should be closed.

ORDER NO. PSC-95-0783-FOF-EC  
DOCKET NO. 950333-EC  
PAGE 3

By ORDER of the Florida Public Service Commission, this 29th  
day of June, 1995.



BLANCA S. BAYÓ, Director  
Division of Records and Reporting

( S E A L )

VDJ

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.59(4), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

The action proposed herein is preliminary in nature and will not become effective or final, except as provided by Rule 25-22.029, Florida Administrative Code. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, as provided by Rule 25-22.029(4), Florida Administrative Code, in the form provided by Rule 25-22.036(7)(a) and (f), Florida Administrative Code. This petition must be received by the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on July 20, 1995.

In the absence of such a petition, this order shall become effective on the day subsequent to the above date as provided by Rule 25-22.029(6), Florida Administrative Code.

ORDER NO. PSC-95-0783-FOF-EC  
DOCKET NO. 950333-EC  
PAGE 4

Any objection or protest filed in this docket before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

If this order becomes final and effective on the date described above, any party substantially affected may request judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or by the First District Court of Appeal in the case of a water or wastewater utility by filing a notice of appeal with the Director, Division of Records and Reporting and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days of the effective date of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

AGREEMENT

Section 0.1 - THIS AGREEMENT, made and entered into this 28th day of July, 1994, by and between CLAY ELECTRIC COOPERATIVE, INC., an electric cooperative organized and existing under the laws of the State of Florida (herein called "CEC") and SUMTER ELECTRIC COOPERATIVE, INC., an electric cooperative organized and existing under the laws of the State of Florida (herein called "SECO");

WITNESSETH

Section 0.2 - WHEREAS, 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 desiring to use such service within their respective areas of service; and

Section 0.3 - WHEREAS, each of the Parties presently furnishes retail electric service to members and customers in Levy County, Marion County, Lake County and elsewhere in the State of Florida; and

Section 0.4 - WHEREAS, the respective areas of service of the Parties hereto are contiguous in many places in Levy, Marion and Lake Counties, with the result that in the future duplication of service facilities may occur unless such duplication is precluded by a Territorial Agreement; and

Section 0.5 - WHEREAS, the Florida Public Service Commission (herein called the "Commission"), has previously recognized that any such duplication of service facilities may

Agreement  
Clay Electric Cooperative, Inc. and Sumter Electric  
Cooperative, Inc.  
Page 2

result in needless and wasteful expenditures, and may create hazardous situations; both being detrimental to the public interest; and

Section 0.6 - 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 0.7 - WHEREAS, the Parties hereto desire to avoid and eliminate the circumstances that may give rise to the aforesaid duplications, hazards, and costly expenditures, and to that end, desire to establish territorial boundaries; and

Section 0.8 - WHEREAS, in order to accomplish said area allocation, the Parties have delineated boundary lines in portions of Levy, Marion and Lake Counties, hereinafter referred to as "Boundary Lines", and said boundary lines define and delineate the retail service areas of the Parties in portions of Levy, Marion and Lake Counties;

Section 0.9 - NOW, THEREFORE, in consideration of the premises aforesaid, and in consideration of the mutual covenants and agreements herein contained, which shall be construed as

Agreement  
Clay Electric Cooperative, Inc. and Sumter Electric  
Cooperative, Inc.  
Page 3

being interdependent, the Parties hereto, subject to and upon the terms and conditions herein set forth and Commission approval, do hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Territorial Boundary Lines - As used herein, the term "Territorial Boundary Lines" shall mean boundary lines which delineate the geographic areas on the maps attached hereto as Exhibit "A" which is a composite exhibit, and which differentiate and distinguish the CEC Territorial Area from the SECO Territorial Area.

Section 1.2 CEC Territorial Areas - As used herein, "CEC" Territorial Areas shall mean the geographic areas shown as Composite Exhibit "A" and labeled "CEC".

Section 1.3 SECO Territorial Areas - As used herein, the term "SECO" Territorial Areas shall mean the geographic areas shown on Composite Exhibit "A" and labeled "SECO".

Section 1.4 Distribution Lines - 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

Agreement  
Clay Electric Cooperative, Inc. and Sumter Electric  
Cooperative, Inc.  
Page 4

electric energy of either Party having a rating up to, but not including, 69 kv.

Section 1.5 Express Distribution Feeders - As used herein, the "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 Transmission Lines - 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 kv or higher.

Section 1.7 Customers - As used herein, the term "Customer" shall mean a customer or consumer of either Party.

Section 1.8 New Customers - As used herein, the term "New Customers" shall mean all retail electric customers applying for service to either CEC or SECO after the effective date of this Agreement.

Section 1.9 Existing Customers - 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.

Section 1.10 End Use Facilities - As used herein, the term "End Use Facilities" shall mean a geographic location where



Agreement  
Clay Electric Cooperative, Inc. and Sumter Electric  
Cooperative, Inc.  
Page 5

the electric energy used by a customer is ultimately consumed. This shall not necessarily mean the geographic location of the meter or the point of connection between a customer and a Party's facilities.

## ARTICLE II

### AREA ALLOCATIONS AND NEW CUSTOMERS

Section 2.1 Territorial Allocations - Except as otherwise specifically provided herein, during the term of this Agreement, CEC shall have the exclusive authority to furnish retail electric service to End Use Facilities within the CEC Territorial Area and SECO shall have the exclusive authority to furnish retail electric service to End Use Facilities within the SECO Territorial Area.

Section 2.2 Service to New Customers - The Parties agree that neither of them will knowingly service or attempt to serve any New Customer whose End Use Facilities are located within the Territorial Area of the other Party, except as specifically provided in this Section of the Agreement.

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 End Use Facilities are located, until some time in the future.

Agreement  
Clay Electric Cooperative, Inc. and Sumter Electric  
Cooperative, Inc.  
Page 6

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 instances. 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 End Use Facilities 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

Agreement  
Clay Electric Cooperative, Inc. and Sumter Electric  
Cooperative, Inc.  
Page 7

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 2.3 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 United States of America v. Florida Power Corporation and Tampa Electric Company, United States District 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

#### OPERATION AND MAINTENANCE

Section 3.1 Facilities to Remain - All generating plants, transmission lines, substations, distribution lines and related facilities now used by either Party in conjunction with their

Agreement  
Clay Electric Cooperative, Inc. and Sumter Electric  
Cooperative, Inc.  
Page 8

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 3.2 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 3.3 Transmission Lines - 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.

Agreement  
Clay Electric Cooperative, Inc. and Sumter Electric  
Cooperative, Inc.  
Page 9

ARTICLE IV

PREREQUISITE APPROVAL

Section 4.1 Florida Public Service Commission - The provisions of this Agreement are subject to the regulatory authority of the Florida Public Service 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. If approved by the Commission, the effective date of this Agreement shall be the date of the Commission's Order approving it. 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 4.2 Liability in the Absence of Approval - In the event approval pursuant to Section 4.1 is not obtained, neither Party will have any cause of action against the other arising under this Agreement.

Agreement  
Clay Electric Cooperative, Inc. and Sumter Electric  
Cooperative, Inc.  
Page 10

ARTICLE V

DURATION

Section 5.1 Term - This Agreement shall continue and remain in effect for thirty (30) years and 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.

Section 5.2 Annual Reports - On or before the first anniversary of the date that this Agreement is approved by the Commission, and annually thereafter, the Parties to this Agreement shall file a report with the Commission reporting on the status of the Agreement.

ARTICLE VI

CONSTRUCTION OF AGREEMENT

Section 6.1 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

Agreement  
Clay Electric Cooperative, Inc. and Sumter Electric  
Cooperative, Inc.  
Page 11

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 VII

MISCELLANEOUS

Section 7.1 Negotiations - 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 7.2 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

Agreement  
Clay Electric Cooperative, Inc. and Sumter Electric  
Cooperative, Inc.  
Page 12

Parties hereto and their respective representatives, successors  
and assigns.

Section 7.3 Notices - Notices given hereunder shall be  
deemed to have been given to CEC if mailed by Certified Mail,  
postage prepaid, to:

General Manager  
Clay Electric Cooperative, Inc.  
P.O. Box 308  
Keystone Heights, Florida 32656

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

General Manager  
Sumter Electric Cooperative, Inc.,  
P.O. Box 301  
Sumterville, FL 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.

IN WITNESS WHEREOF, this Agreement has been caused to be  
executed in triplicate by Clay Electric Cooperative, Inc. in  
its name by its 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



Agreement  
Clay Electric Cooperative, Inc. and Sumter Electric  
Cooperative, Inc.  
Page 13

said triplicate copies has been delivered to each of the Parties  
hereto.

ATTEST:

CLAY ELECTRIC COOPERATIVE, INC.

By Ray Wingate  
Name: \_\_\_\_\_  
As its Secretary

By Harold L. Lewis  
Name: \_\_\_\_\_  
As its President

(SEAL)

ATTEST:

SUMTER ELECTRIC COOPERATIVE,  
INC.

By W. L. "Bud" Hodges  
Name: W. L. "Bud" Hodges  
As its Secretary

By Elmer E. Webb  
Name: Elmer E. Webb  
As its President

(SEAL)

APPROVED: Order No. \_\_\_\_\_ Date \_\_\_\_\_  
Florida Public Service  
Commission

ORDER NO. PSC-95-0783-FOF-EC  
DOCKET NO. 950333-EC  
PAGE 18

ATTACHMENT 1  
PAGE 14 OF 22

**EXHIBIT A**

**INDEX**

A-1	COMPOSITE MAP
A-2	MAP - LEVY COUNTY
A-3	MAP - MARION COUNTY
A-4	MAP - LAKE COUNTY
A-5	LEGAL DESCRIPTION

ORDER NO. PSC-95-0783-FOF-EC  
DOCKET NO. 950333-EC  
PAGE 19

ATTACHMENT 1  
PAGE 15 OF 22

CLAY ELECTRIC COOPERATIVE, INC.  
AND SUMTER ELECTRIC COOPERATIVE  
SERVICE AREA BOUNDARY AGREEMENT  
(Prepared by CEC)

The area lying Northerly and/or Easterly of the following described boundary agreement line shall be reserved unto Clay Electric Cooperative, Inc., it's successors and assigns, the area lying Southerly and/or Westerly of said line shall be reserved unto Sumter Electric Cooperative, it's successors and assigns, said boundary agreement line lying in Levy, Marion, and Lake Counties, and being more particularly described as follows:

Begin at the intersection of the centerline of State Road 45 (U.S. Highway 27/41) with division line between Alachua County and Levy County, situated on the North line of Section 3 within the Arredondo Grant, Township 12 South, Range 18 East, said Levy County; thence Southeasterly along said highway centerline, approximately five and one-quarter (5 $\frac{1}{4}$ ) miles to a centerline intersection with Levy County Road 343 situated on the North line of Section 30, Township 12 South, Range 19 East; thence Westerly along said centerline of Levy County Road 343, approximately 120 feet to a centerline intersection with Levy County Road 501; thence Southerly along said centerline of Levy County Road 501, approximately one mile to a centerline intersection with Levy County Road 503, situated on the North line of Section 31, said Township and Range; thence Easterly along said centerline of Levy County Road 503, approximately 1500 feet to the centerline intersection with said State Road 45 (U.S. Highway 27/41) and Mixson Road, Marion County Road 318A, said intersection also being on the Territorial Agreement Line between Clay Electric Cooperative, Inc. and the City of Williston, dated January 5, 1988; thence along said Territorial Agreement Line the following 10 courses and distances: (1) Easterly along the centerline of said Mixson Road, approximately 3964 feet to a centerline intersection with State Road 121; (2) thence along said centerline, South 32° 30' 33" West, 1549.73 feet to the North corporate limits of the City of Williston, (3) thence along said North corporate limits, South 87° 42' 50" East, approximately 2070 feet to the East corporate limits of said City of Williston; (4) thence along said East corporate limits, South 02° 29' 46" West, 2109.54 feet to the North line of Cherry Point Unit Two Subdivision, Plat Book 7 Page 20 Levy County Public Records; (5) thence along said North subdivision line and continuing on an Easterly prolongation thereof, South 89° 25' East, 1330 feet to the

centerline of Levy County Road 331A; (6) thence along said centerline, South 02° 40' West, approximately 1865 feet to the centerline of Levy County Road 318; (7) thence along the East line of the Northwest quarter (N.W.¼) of Section 5, Township 13 South, Range 19 East, South 00° 01' 59" East, approximately 2698 feet to the South line of said Northwest quarter (N.W.¼) of Section 5; (8) thence along said South line, North 89° 55' 11" West, 1326.81 feet to the East line of the West quarter (W.¼) of said Section 5; (9) thence along said East line, South 00° 04' 41" East, 2696.59 feet to the centerline of Levy County Road 316; (10) thence Westerly along said centerline of Levy County Road 316, approximately 4432 feet to an intersection with the centerline of Main Street, formerly CSX Transportation Railroad right of way now abandoned; thence departing said Clay Electric Cooperative, Inc./City of Williston Territorial Agreement Line, run Southerly along said former railroad centerline now abandoned, approximately one mile to the South line of Section 7, Township 13 South, Range 19 East, thence East along said section line, approximately 970 feet to the centerline of CSX Transportation Railroad right of way at Florian Industrial Park; thence Southwesterly along said railroad centerline, approximately 2700 feet to the South line of the North half (N.½) of Section 18, said Township and Range; thence Easterly along said South line and continuing along the South line of the North half (N.½) of Section 17, said Township and Range, approximately 6930 feet to the West line of Section 16, said Township and Range; thence South along said West line, approximately 2640 feet to the Southwest corner of said Section; thence East along the South line of said Section 16 approximately one mile to the Southwest corner of Section 15, said Township and Range situated on the division line between Levy County and Marion County; thence departing said Levy County and entering Marion County, continue East along the South line of said Section 15, approximately 4650 feet to the centerline of State Road 500 (U.S. Highway 27); thence Southeasterly along said centerline of State Road 500, approximately one and one-quarter (1¼) miles to the North line of Section 26, said Township and Range; thence Easterly along the North line of Sections 26 and 25 said Township and Range, and continuing along the North line of Section 30, Township 13 South, Range 20 East, approximately one and three-quarter (1¾) miles to the North quarter (N.¼) corner of said Section 30; thence South along the half (½) section line of said Section 30, approximately one mile to

the South line of said Section; thence Easterly along said South line, approximately 1900 feet to the West line of the East 808.5 feet of the South 808.5 feet of said Section 30; thence along the perimeter of the last-described parcel the following two courses and distances; (1) North approximately 808.5 feet; (2) East approximately 808.5 feet to the West line of Section 29, said Township and Range, thence North along said West line, approximately 512 feet to the North line of the South quarter (S.¼) of Section 29, said Township and Range; thence along said line approximately 4000 feet to the West line of the East quarter (E.¼) of said Section 29; thence along said West line, approximately 1320 feet to the South line of said Section 29; thence East on said section line, approximately 1320 feet to the Northeast corner of Section 32, said Township and Range; thence South along the East line of said Section 32, approximately one mile to the North line of Fractional Section 5, Township 14 South, Range 20 East; thence Southwesterly along said North line of Fractional Section 5 and continuing along the North line of Fractional Section 6, said Township and Range, approximately one and one-half (1½) miles to the North quarter (N.¼) corner of said Section 6; thence South along the half (½) section line of said Section 6, and continuing along the half (½) section line of Section 7, approximately 3900 feet to the Northeasterly right of way line of said State Road 27; thence Southeasterly along said right of way line, approximately 650 feet to the West line of the lands described in Official Record Book 1104 page 1789 of the public records of said Marion County; thence along the perimeter of said lands the following three (3) courses and distances: (1) North, 441.07 feet; (2) East, 472.50 feet; (3) South 472.50 feet to the South line of the North half (N.½) of said Section 7; thence East along said South line, approximately 724.75 feet to the West line of the East quarter (E.¼) of said Section 7; thence South along said West line, approximately 1350 feet to a point that is 1300 feet North of the centerline of Marion County Road 326; thence East, parallel with and 1300 feet North of said centerline approximately 2950 feet to the West line of Blitchton Farms, Subdivision in the Southwest quarter (S.W.¼) of Section 8 said Township and Range; thence along the perimeter of said subdivision the following three (3) courses and distances; (1) North 01° 14' 09" East, 707.88 feet; (2) South 89° 52' 27" East, 1336.57 feet; (3) South, 01° 08' 33" West, 704.83 feet to a point that is 1300 feet North of the said centerline of Marion County Road 326; thence

approximately six and one-half miles an intersection with the centerline Marion County Road 35 situated on the East line of Section 25, Township 14 South, Range 22 East; thence North along said Marion County Road 35 centerline, approximately three miles to an intersection with the centerline of N.E. 90 Street Road, also known as "Anthony-Burbank County Road" situated on the West line of Section 7, Township 14 South, Range 23 East, said intersection also being the point of beginning for that certain Territorial Agreement Boundary between Clay Electric Cooperative, Inc. and the City of Ocala dated May 12, 1986; thence along the above-described Territorial Boundary Line the following 20 courses and distances; (1) Southeasterly along said road's centerline, 3100 feet, more or less, to the East line of the West half ( $\frac{1}{2}$ ) of Section 18, said Township and Range; (2) South along said East line, 2400 feet, more or less, to the North line of the South half ( $\frac{1}{2}$ ) of said Section 18; (3) East along said North line, 2640 feet, more or less, to the West line of Section 17, said Township and Range; (4) South along said West line, 2640 feet, more or less, to the South line of said Section 17; (5) East along said South line and continuing along the South line of Section 16, said Township and Range, 10,560 feet, more or less, to the West line of Section 22, said Township and Range; (6) South along said West line, 5280 feet, more or less, to the Southwest corner of said Section 22; (7) East along the South line of said Section 22, and continuing along the South line of Sections 23 and 24, said Township and Range, 12,000 feet, more or less, to the centerline of the Oklawaha River; (8) Southerly along said river's centerline, and following the meanderings thereof, 2800 feet, more or less, to an intersection with the North line of the South ( $\frac{1}{2}$ ) half of Section 25, said Township and Range; (9) East along the last-described North line, 7800 feet, more or less, to a point on said North line that is 2000 feet West of the centerline of County Road 314 when measured along said North line; (10) Southerly and parallel with said centerline of County Road 314 a distance of 4100 feet, more or less, to a point on the North line of Section 36, said Township and Range that is 2000 feet West of the said centerline of County Road 314, as measured along said North line; (11) East along said North line of Section 36, a distance of 3750 feet, more or less, to the East line of said Section 36; (12) South along said East line, 600 feet, more or less, to the North line of Section 31, Township 14 South, Range 24 East; (13) East along the last-described North line and continuing along the North line of

Section 32, said Township and Range, 10,560 feet, more or less, to the Northeast corner of said Section 32 located in the waters of Lake Charles; (14) South along the East line of said Section 32, a distance of 5280 feet, more or less, to the Township line between Township 14 South and Township 15 South; (15) West along the last-described Township line, 4800 feet, more or less, to the Northeast corner of Section 5, Township 15 South, Range 24 East; (16) South along the East line of said Section 5 and continuing along the East line of Section 8, said Township and Range, 7600 feet, more or less, to the North line of the South three quarters (S.3/4) of Section 9, said Township and Range; (17) East along the above-described North line, 5280 feet, more or less, to the East line of said Section 9; (18) South along said East line and continuing along the East line of Section 16, said Township and Range, 9240 feet, more or less, to the Northeast corner of Section 21, said Township and Range; (19) West along the North line of said Section 21 a distance of 5280 feet, more or less, to the Northwest corner thereof; (20) South along the West line of said Section 21, a distance of 5280 feet, more or less, to the Southwest corner thereof; thence departing the above-described Clay Electric Cooperative, Inc./City of Ocala Territorial Boundary, run East along the North line of Section 28, said Township and Range, approximately 2640 feet to the North quarter (N.1/4) corner of said Section 28; thence approximately South 07 degrees East, four miles in a straight line to the Northwest corner of Section 15, Township 16 South, Range 24 East; thence South along the West line of said Section 15 and continuing along the West line of Section 22, said Township and Range, approximately two miles to the Southwest corner of said Section 22, thence East along the South line of Section 22 and continuing along the South line of Sections 23 and 24, said Township and Range, approximately three miles to the Range line between Range 24 East and Range 25 East; thence continue East along the South line of Sections 19 thru 24, inclusive in Township 16 South, Range 25 East, approximately six miles to the Range line between Range 25 East and Range 26 East; thence continue East along the South line of Section 19, Township 16 South, Range 26 East, approximately 700 feet to the centerline of a North-South National Forest Patrol Road; thence South along said road centerline, generally paralleling the West line of Sections 30 and 31, said Township and Range, approximately two miles to the Township line between Township 16 South and Township 17 South; thence continue South along the centerline of said

National Forest Patrol Road, generally parallel with the West line of Section 6, Township 17 South, Range 26 East, approximately one mile to the South line of said Section 6; thence East along the South line of Sections 6 thru 1, inclusive, said Township and Range, approximately six miles to the division line between Marion County and Lake County, also being the Range line between Range 26 East and Range 27 East; thence South along the above-described division line, approximately one mile to the Southwest corner of Section 7, Township 17 South, Range 27 East; thence departing said Marion County and entering Lake County, run East along the South line of said Section 7 and continuing along the South line of Section 8, said Township and Range, approximately 6100 feet to the centerline of State Road 19; thence continue East along said South line of Section 8, a distance of 2500 feet to a point in the waters of Lake Dorr; thence Easterly, Southeasterly, Westerly and Southerly along the Easterly shoreline of said Lake Dorr and following the meanderings thereof at normal water elevation of 43 (M.S.L.), run approximately three and three-quarter (3-3/4) miles to the South line of Section 21, Township 17 South, Range 27 East; thence East along said South line and continuing along the South line of Sections 22 and 23, said Township and Range, approximately two miles to the Southeast corner of said Section 23; thence North along the East line of said Section 23 and Section 14, said Township and Range, approximately two miles to the Southwest corner of Section 12, said Township and Range; thence East along the South line of said Section 12 and continuing along the South line of Section 7, Township 17 South, Range 28 East, approximately two miles to the Southeast corner of said Section 7; thence North along the East line of Section 7, approximately one mile to the Northwest corner of Section 8, said Township and Range; thence East along the North line of Sections 8 thru 11, inclusive, approximately four miles to the Southwest corner of Section one, said Township and Range; thence North along the West line of said Section one, approximately one and one-half (1½) miles to the Township line between Township 16 South and Township 17 South; thence East along said Township line, approximately two and one quarter (2¼) miles to the division line between said Lake County and Volusia County situated at the center of the St. Johns River Run, and the point of termination for the service area boundary division line herein described.



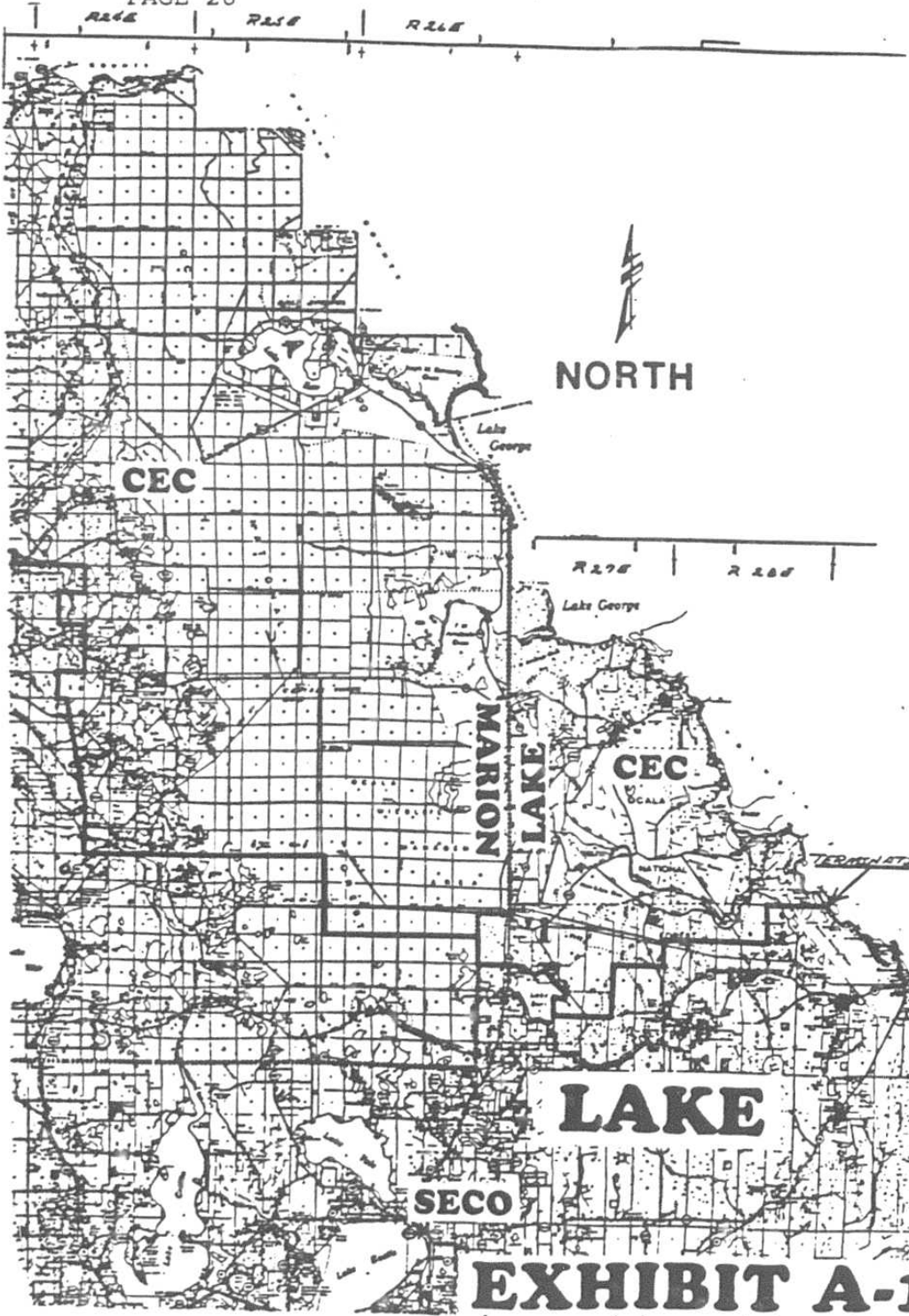
ORDER NO. PSC-95-0783-FOF-EC  
DOCKET NO. 950333-EC  
PAGE 26

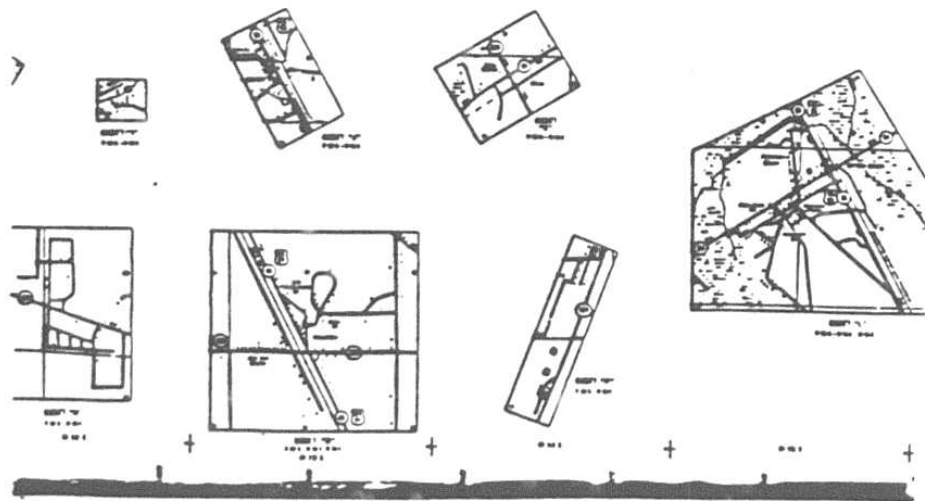
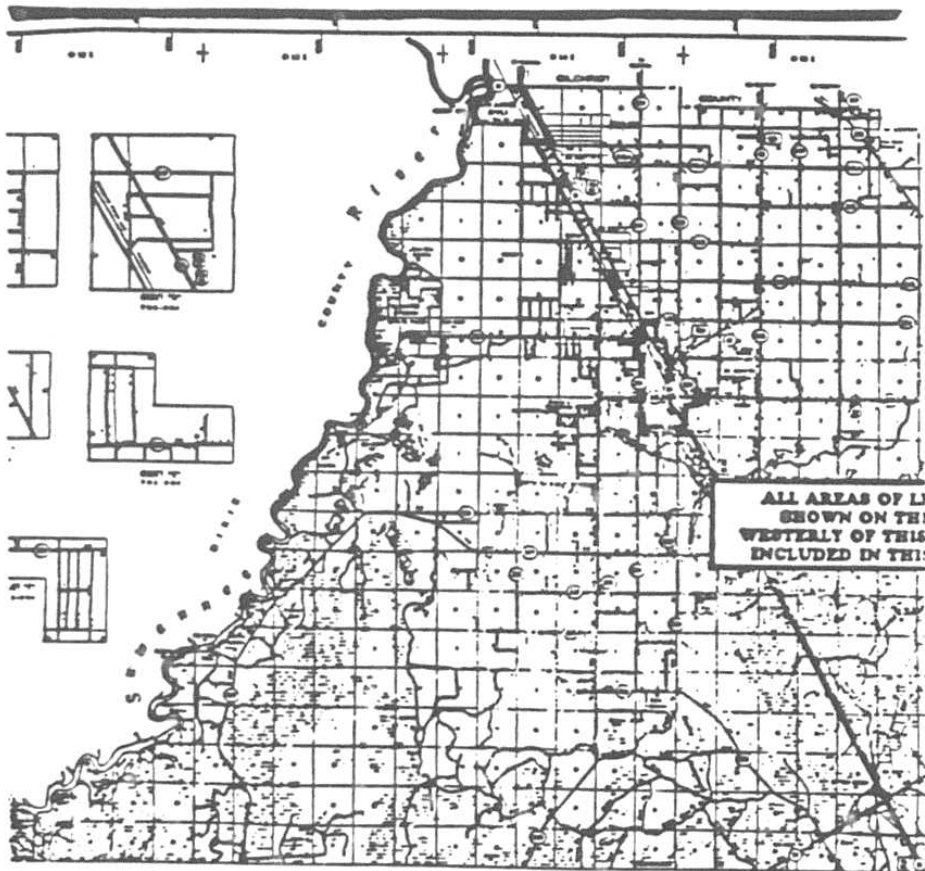
ATTACHMENT 1  
PAGE 22 OF 22

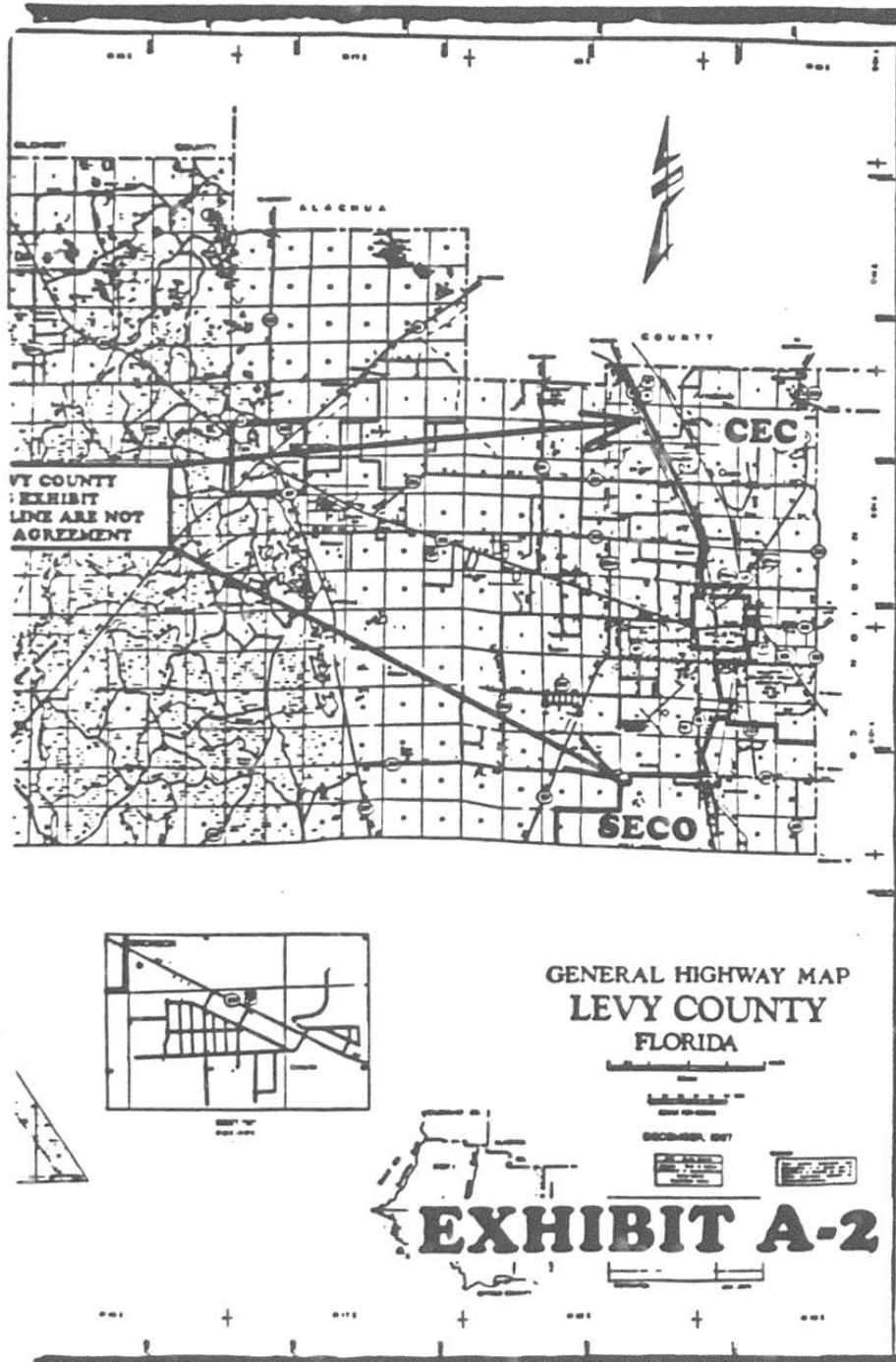
No facet of this Agreement between Clay Electric Cooperative, Inc. and Sumter  
Electric Cooperative will be construed to infringe upon any existing  
Territorial Agreement between another utility and either party.

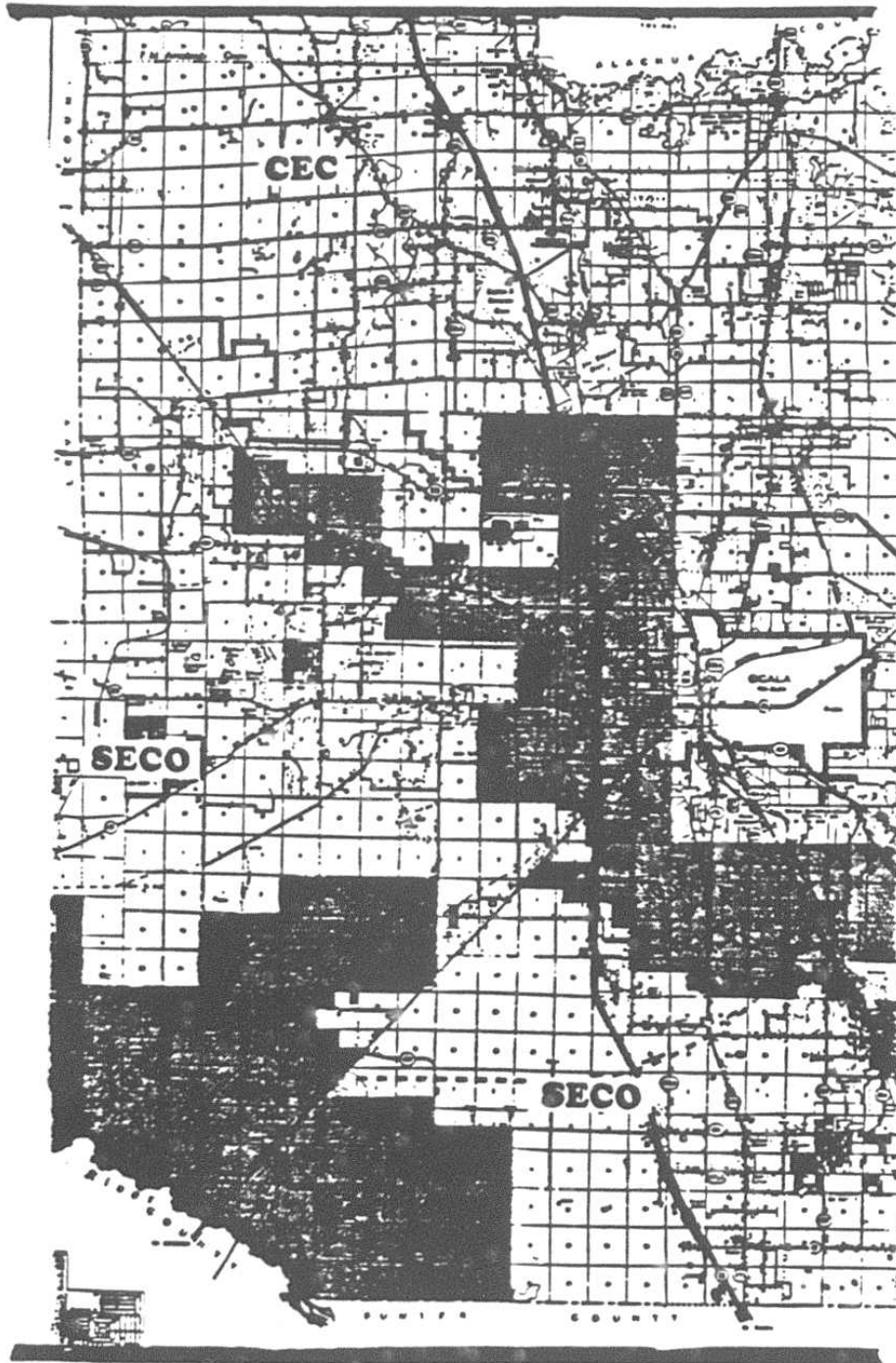
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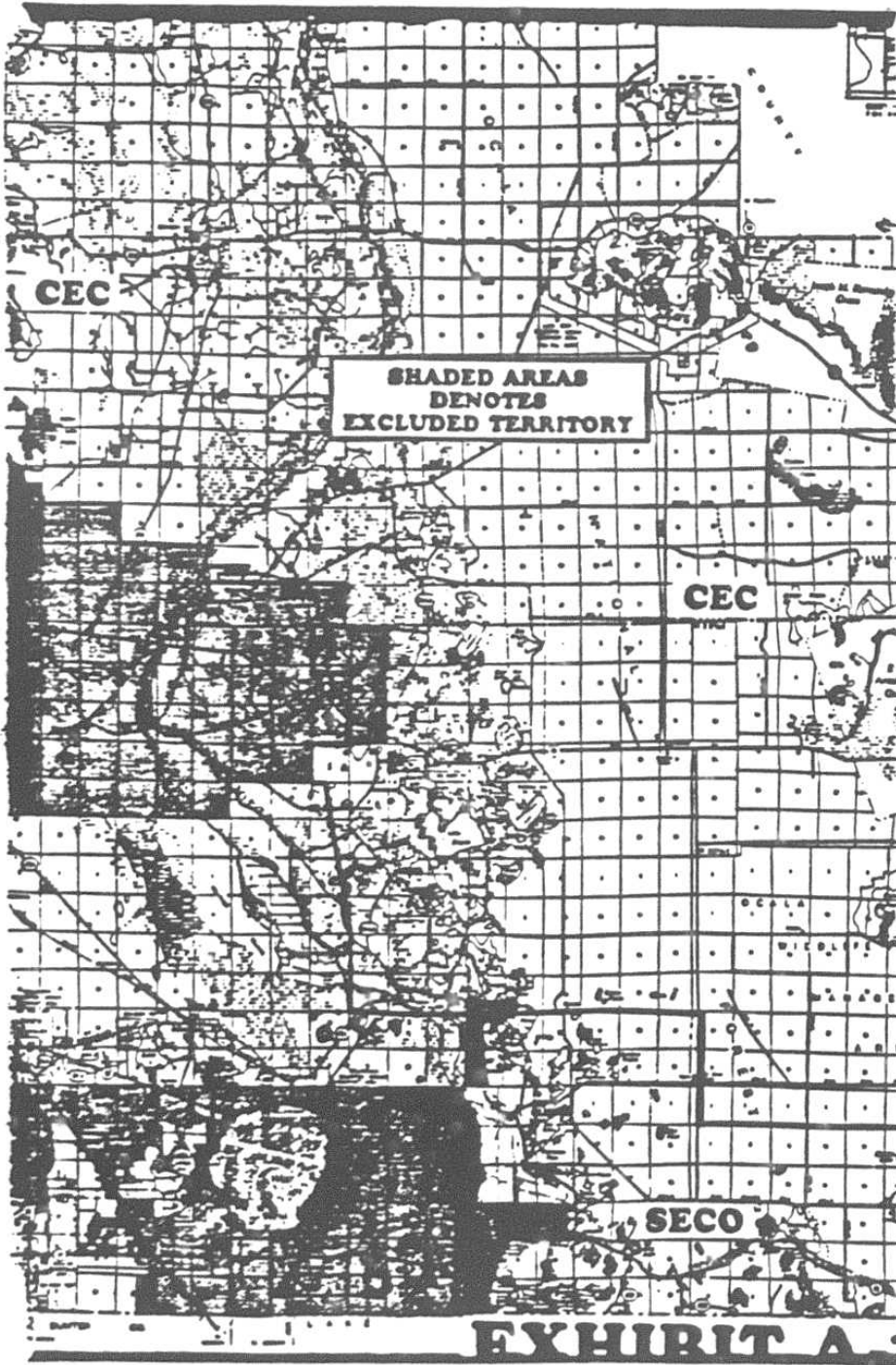












**EXHIBIT A.**

