

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint petition for approval of amended and restated territorial agreement in Polk County, by Tampa Electric Company and City of Lakeland.

DOCKET NO. 20250089-EU
ORDER NO. PSC-2025-0349-PAA-EU
ISSUED: September 16, 2025

The following Commissioners participated in the disposition of this matter:

MIKE LA ROSA, Chairman
ART GRAHAM
GARY F. CLARK
ANDREW GILES FAY
GABRIELLA PASSIDOMO SMITH

NOTICE OF PROPOSED AGENCY ACTION
ORDER APPROVING JOINT PETITION FOR APPROVAL OF 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 (F.A.C.).

Background

On June 30, 2025, Lakeland Electric (Lakeland) and Tampa Electric Company (TECO) (collectively, the joint petitioners or utilities) filed a joint petition seeking our approval of an Amended and Restated Territorial Agreement (Amended Agreement) in Polk County. The Amended Agreement was filed pursuant to Section 4.1 of the joint petitioners' existing territorial agreement, executed in 1991 (Original Agreement)¹ and previously amended twice.² Most recently, the joint petitioners obtained our approval to provide temporary retail electric service in designated areas outside their existing territorial boundaries.³

¹ Order No. PSC-92-0570-FOF-EU, issued June 25, 1992, in Docket No. 920251-EU, *In re: Joint Petition of Tampa Electric Company and the City of Lakeland for Approval of Territorial Agreement*.

² Order No. PSC-99-0024-FOF-EU, issued January 4, 1999, in Docket No. 981263-EU, *In re: Joint Petition of Tampa Electric Company and the City of Lakeland for Approval of Amendment to Territorial Agreement*; Order No. PSC-14-0268-PAA-EU, issued May 28, 2014, in Docket No. 140054-EU, *In re: Joint Petition of Tampa Electric Company and City of Lakeland For Approval of Second Amendment to Territorial Agreement*.

³ Order No. PSC-2025-0089-PAA-EU, issued March 24, 2025, in Docket No. 20240171-EU, *In re: Joint Petition for Approval of Temporary Services by Tampa Electric Company and the City of Lakeland*.

The temporary service petition (Docket No. 20240171-EU) was filed on December 23, 2024, and sought authority for TECO to provide temporary retail electric service to 34 lots within Phase 2 of the Cadence Crossing development (located in Lakeland's territory), and for Lakeland to similarly serve 39 lots in the Schaller Preserve subdivision (located in TECO's territory). By Order No. PSC-2025-0089-PAA-EU, we granted these temporary assignments to accommodate developer timelines and avoid delays associated with constructing new infrastructure.

With the instant filing, the joint petitioners seek to convert the temporary service arrangements that were previously approved by Order No. PSC-2025-0089-PAA-EU into permanent territory exchanges. During the review process, our staff issued a data request to the joint petitioners and we received responses on July 18, 2025.

The Amended Agreement and its Composite Exhibit A, featuring the legal descriptions for the territorial boundary between TECO and Lakeland, including a noted exception and maps pertaining specifically to the Schaller Preserve and Cadence Crossing subdivisions, is attached to this order (Attachment A). On August 5, 2025 the Joint Petitioners filed a supplement to the maps previously filed in Composite Exhibit A correcting a color-coding error that appeared in the original maps on pages 8–13 (Attachment B).

We have jurisdiction over this matter pursuant to Section 366.04, Florida Statutes (F.S.).

Decision

I. Compliance with Rule 25-6.0440(2), F.A.C.

Pursuant to Section 366.04(2)(d), F.S., and Rule 25-6.0440(2), F.A.C., we have jurisdiction to approve territorial agreements between and among rural electric cooperatives, municipal electric utilities, and other electric utilities. Unless we determine that such an agreement is detrimental to the public interest, it shall be approved.⁴

Rule 25-6.0440(2), F.A.C., outlines the standards we may consider in evaluating territorial agreements, including:

- (a) The reasonableness of the purchase price of any facilities being transferred;
- (b) The reasonable likelihood that the agreement, in and of itself, will not cause a decrease in the reliability of electrical service to the existing or future ratepayers of any utility party to the agreement;
- (c) The reasonable likelihood that the agreement will eliminate existing or potential uneconomic duplication of facilities; and

⁴ *Utilities Commission cf the City cf New Smyrna Beach v. Florida Public Service Commission*, 469 So. 2d 731 (Fla. 1985).

(d) Any other factor we find relevant in reaching a determination that the territorial agreement is in the public interest.

II. Proposed 2025 Amended Agreement

TECO and Lakeland executed the proposed Amended Agreement on June 30, 2025, to modify their existing 1991 agreement and formalize permanent service assignments for two subdivisions located in Polk County. Through the Amended Agreement, the joint petitioners seek to (1) replace the temporary service arrangements previously authorized in Order No. PSC-2025-0089-PAA-EU with permanent boundary adjustments; (2) avoid the uneconomic duplication of facilities by assigning service responsibility to the utility with nearby infrastructure already in place; and (3) clarify territorial boundaries in the affected area to support long-term service planning and operational efficiency. These combined objectives are expected to improve customer service, support ongoing development activity, and reduce the need for redundant infrastructure.

The Amended Agreement includes all terms and conditions, along with written boundary descriptions, parcel-specific maps reflecting the proposed territorial changes, and documentation of the lots affected by the proposed reassignment. Under the proposed Amended Agreement, the joint petitioners request that the same parcels for which the utilities sought and received the authority to offer temporary retail electric service be reassigned permanently. The utilities assert that in the prior docket as well as in the instant one, the utility seeking reassignment has distribution facilities in closer proximity and maintains sufficient capacity to serve the respective developments, which minimizes costs and avoids uneconomic duplication of facilities.⁵

Pursuant to Section 5.1 of the Amended Agreement, the agreement will remain in effect for 15 years from the date we issue our final order and the order is no longer subject to judicial review. Thereafter, the agreement will automatically renew for successive one year periods, unless terminated by either party with at least 12 months' written notice in accordance with Section 7.3.

III. Proposed Boundary Changes

The Amended Agreement formalizes the reassignment of parcels within two developments, Cadence Crossing Phase 2 and Schaller Preserve, that were the subject of temporary service arrangements previously approved by us by Order No. PSC-2025-0089-PAA-EU. No customer transfers are proposed under the agreement.⁶ The proposed service reassignments under the Amended Agreement result from negotiations between TECO and Lakeland and are intended to avoid duplication of electric infrastructure and unnecessary costs.

Cadence Crossing Phase 2 includes 34 lots located within Lakeland's territory, which were temporarily assigned to TECO in late 2024 to allow for timely construction and service

⁵ Document No. 06532-2025, Joint Petitioners' response to Staff's First Data Request, No. 2.a.

⁶ Document No. 05324-2025, Joint Petition, paragraph 17.d–g.

activation. TECO has since completed approximately 40 percent of the required infrastructure and anticipates full energization by the end of 2025. Schaller Preserve includes 39 lots located within TECO's territory, which were temporarily assigned to Lakeland. As of July 2025, no construction has commenced at Schaller Preserve, and service is not expected before February 2027.⁷

In their petition, the joint petitioners stated that the maps in Composite Exhibit A reflect only those changes necessary to address the Schaller Preserve and Cadence Crossing subdivisions, and clarified that the maps control in the event of any conflict with the legal descriptions. No other parcel-level or boundary-wide adjustments were proposed in this filing.

The joint petitioners assert that each utility is better positioned to serve the respective developments due to the proximity of existing facilities and the absence of system capacity constraints.⁸ The Amended Agreement does not involve any transfer of existing customer accounts, as the affected parcels are either currently unserved or were temporarily authorized for service by the utility now seeking permanent designation. As such, the proposed Amended Agreement avoids disruption to existing customers and minimizes administrative complexity.

In response to our staff's July 2025 data request, the petitioners confirmed that no additional parcel-level modifications are included in this agreement. The petitioners also indicated that no new cost estimates, system studies, or engineering analyses were performed in support of the petition, citing the minimal load impact and previously approved service arrangement as sufficient justification.⁹

IV. Review of Territorial Agreement

As noted previously, Rule 25-6.0440(2), F.A.C., provides guidance for us regarding standards for approving territorial agreements for electric utilities. Rule 25-6.0440(2)(a), F.A.C., addresses the reasonableness of the purchase price for facilities that may be subject to transfer between utilities. For the instant matter, the joint petitioners state the rule is inapplicable in this instance, since there are no facilities that TECO and Lakeland are transferring to one another. We agree.

Rule 25-6.0440(2)(b), F.A.C., sets forth that the we shall consider the reasonable likelihood that the proposed territorial agreement, in and of itself, will not cause a decrease in the reliability of electrical service to the existing or future ratepayers of either utility. According to the joint petitioners, each utility's system planning team reviewed the proposed service area changes and determined that the agreement will not negatively impact the reliability of service to current or future customers. The utilities explained that their respective system planning teams reviewed the proposed service areas subject to transfer, and determined the expected load will be

⁷ Document No. 06532-2025, joint petitioners' response to Staff's First Data Request, Nos 6.c, 6.d., and 6.e.

⁸ *Id.*, No. 2.a.

⁹ *Id.*, No. 1.a.

minimal and will not impact reliability for either utility.¹⁰ We find the utilities' assertions are reasonable.

Rule 25-6.0440(2)(c), F.A.C., requires the us to consider the reasonable likelihood that the agreement will eliminate existing or potential uneconomic duplication of facilities. The joint petitioners state that each utility is better positioned to serve the assigned parcels based on the proximity of existing facilities and the absence of capacity constraints; the parcels are either unserved or were temporarily authorized for service by the utility now seeking permanent designation. In our review of utility facilities provided by the joint petitioners in Docket No. 20240171-EU, the proposed permanent boundary assignments align service with the nearest adequately sized facilities and avoid duplicative extensions. No new engineering or cost analyses were prepared for this filing. Based on the foregoing, we find a reasonable likelihood that the agreement eliminates existing or potential uneconomic duplication under Rule 25-6.0440(2)(c), F.A.C.

The final subsection of the rule providing guidance for approving territorial agreements is Rule 25-6.0440(2)(d), F.A.C., which allows us to consider other relevant factors on a case-by-case basis. We note there are no specific factors that are evident under this consideration. Because no active customers are being transferred, the original petition did not include comparative billing information which would have been required pursuant to Rule 25-6.0440(1)(d), F.A.C.. Therefore, we did not consider or perform any rate impact analysis. The petitioners state that they do not anticipate any future customer objections related to the reassignment of service rights.

V. Conclusion

Based on the above analysis, we approve the proposed Amended Agreement between TECO and Lakeland, as reflected in Attachments A and B. The agreement satisfies the standards for approval set forth in Rule 25-6.0440(2), F.A.C., and will allow the joint petitioners to gain further operational efficiencies, support near-term development activity, and improve service delivery in their respective retail service areas.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the Amended and Restated Territorial Agreement in Polk County between Lakeland Electric and Tampa Electric Company, dated June 30, 2025, is hereby approved. It is further

ORDERED that the provisions of this Order, issued as proposed agency action, shall become final and effective upon the issuance of a Consummating Order unless an appropriate petition, in the form provided by Rule 28-106.201, Florida Administrative Code, is received by the Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the

¹⁰ *Id.*

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close of business on the date set forth in the "Notice of Further Proceedings" attached hereto. It is further

ORDERED that if no protest is filed by a person whose substantial interests are affected within 21 days of the issuance of the Order, this docket should be closed upon the issuance of a Consummating Order.

By ORDER of the Florida Public Service Commission this 16th day of September, 2025.



ADAM J. TEITZMAN
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399
(850) 413-6770
www.floridapsc.com

Copies furnished: A copy of this document is provided to the parties of record at the time of issuance and, if applicable, interested persons.

ZB

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing that is available under Section 120.57, 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 will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

The action proposed herein is preliminary in nature. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on October 7, 2025.

In the absence of such a petition, this order shall become final and effective upon the issuance of a Consummating Order.

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.

**TAMPA ELECTRIC COMPANY
LAKELAND TERRITORIAL AGREEMENT
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AMENDED AND RESTATED TERRITORIAL AGREEMENT

This Amended and Restated Territorial Agreement (this "**Agreement**"), dated as of June 16, 2025, is by and between the CITY OF LAKELAND, FLORIDA, a Florida municipality organized and existing under the laws of the State of Florida, on behalf of its municipal utility, Lakeland Electric ("**Lakeland**") and TAMPA ELECTRIC COMPANY, a Florida corporation that owns and operates a retail electric utility in Florida, including in Polk County, Florida ("**Tampa Electric**," and, collectively with Lakeland, the "**Parties**" or individually a "**Party**"), and shall become effective upon the approval of the Florida Public Service Commission ("**Commission**").

WHEREAS, Lakeland and Tampa Electric are parties to an Agreement dated May 20, 1991, (the "**Underlying Agreement**") which was approved by PSC Order No. PSC-92-0570-FOF-EU, issued June 25, 1992, and effective July 17, 1992.

WHEREAS, Lakeland and Tampa Electric are also parties to a first Amendment to Territorial Agreement, dated August 17, 1998, (the "**First Amendment**") which amended the Underlying Agreement and was approved by PSC Order No. PSC-99-0024-FOF-EU, issued January 4, 1999, and effective January 26, 1999.

WHEREAS, Lakeland and Tampa Electric are also parties to the Second Amendment to Territorial Agreement, dated February 3, 2014, (the "**Second Amendment**") which amended the Underlying Agreement, as previously amended, and was approved by PSC Order No. PSC-14-0268-PAA-EU, issued May 28, 2014, and effective June 24, 2014, by Consummating Order No. PSC-14-0324-CO-EU issued June 24, 2014. The Underlying Agreement, as amended by the First Amendment and the Second Amendment is hereinafter referred to as the "**Replaced Agreement**."

WHEREAS, the Parties desire to amend and restate the Replaced Agreement to provide for the adjustment to and continuing territorial boundaries of their respective retail electric utility service areas in Polk County, Florida; to provide for the terms and conditions of their territorial boundary relationship pursuant to the terms and conditions of this Agreement; and to provide for the furtherance of the Commission's jurisdiction over territorial matters between retail electric utilities in Florida pursuant to chapter 366, Florida Statutes.

Therefore, Lakeland and Tampa Electric agree as follows:

**Article 1.
RECITALS; DEFINED TERMS**

1.1 Recitals Incorporated. The foregoing recitals are true and correct and are hereby incorporated into this Agreement as a material part of the same.

1.2 Definitions. The following terms used in this Agreement, and not defined elsewhere, have the following meanings:

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"Territorial Boundary Line" means each of the boundary lines depicted on the maps attached to this Agreement as Composite Exhibit A which delineate and differentiate the Parties' respective Territorial Areas in Polk County, Florida.

"Lakeland Territorial Area" means the geographic area(s) in Polk County allocated to Lakeland as its retail electric service territory and labeled as "Lakeland Territorial Area" or "Lakeland" on the maps contained in Composite Exhibit A.

"Tampa Electric Territorial Area" means the geographic area(s) in Polk County allocated to Tampa Electric as its retail electric service territory and labeled as "Tampa Electric Territorial Area" or "TECO" on the maps contained in Composite Exhibit A.

"Transmission Line" means each and all transmission lines of either Party having a voltage of 69 kV or greater.

"Distribution Line" means each and all distribution lines of either Party having a rate up to, but not including, 69 kV.

"Point of Use" means the location within the territorial area of a Party where a preponderance of the retail customer's end-use facilities consume electricity.

"New Customer" means every retail electric consumer applying for service to either Lakeland or Tampa Electric after the effective date of this Agreement.

"Existing Customer" means every retail electric consumer receiving service, or having within the previous six month period made application for service, on or before the effective date of this Agreement.

"Change in Use" means (1) a change in the use of real property from residential to business or business to residential, (2) a change in the use of property if such change would normally require reclassification of service under either Party's retail tariff; or (3) a change in the density or intensity of use of real property if such change requires the addition of meters, so that in the aggregate there are three additional meters, during the period of this Agreement.

Article 2.
RETAIL ELECTRIC SERVICE

2.1 **Allocations.** Lakeland shall have the exclusive authority to furnish retail electric service in the Lakeland Territorial Area, and Tampa Electric shall have the exclusive authority to furnish retail electric service in the Tampa Electric Territorial Area, pursuant to the terms and conditions of this Agreement, as both the Lakeland Territorial Area and the Tampa Electric Territorial Area are shown on the maps contained in Composite Exhibit A. Detailed changes to the Territorial Boundary Lines, which have not been previously approved by the Commission pursuant

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to the Replaced Agreement, including the First Amendment and Second Amendment, are also depicted in the maps contained in Composite Exhibit A.

2.2 Service to New Customers. (a) Lakeland and Tampa Electric agree that neither Party will attempt to serve or knowingly serve any New Customer located in the territorial area of the other Party. Further, in those instances where the Territorial Boundary Line traverses the property of an individual New Customer or prospective New Customer, each Party will prepare an estimate of the cost for that utility to extend its facilities to serve the New Customer. The Parties will then confer and determine which Party can most economically serve this New Customer, and that Party will provide service to the New Customer. In the event the Parties are unable to agree on which Party can most economically serve the New Customer, the Parties will determine the location of the New Customer's Point of Use, and the Party in whose service area the Point of Use is located will provide service to the New Customer.

(b) In the event that a prospective New Customer requests or applies for service from either Party to be provided to end use facilities located wholly in the territory reserved to the other Party, then the Party receiving such a request or application shall refer the prospective New Customer to the other Party, with citation to the Commission approved territorial agreement, and shall notify the other Party of the request or application.

2.3 Correction of Inadvertent Service Errors. If any situation is discovered during the term of this Agreement in which either Party is inadvertently providing retail electric service to a customer located within the territorial area of the other Party, service to such customer will be transferred to such other Party. Until the transfer of service can be completed, the Party providing inadvertent service to the customer will be deemed to be providing Interim Service in accordance with section 2.4(a). The receiving Party may elect to purchase the electric facilities of the inadvertently serving Party used solely to provide service to the customer subject to transfer in return for compensation determined in accordance with clause (2) of section 2.4(c). The Parties hereby agree that any such transfer shall be completed within 12 months of the discovery of the inadvertent error.

2.4 Interim Service. (a) Where a Party entitled to serve a New Customer pursuant to section 2.2 believes that the extension of its facilities to such New Customer would be more appropriate or compatible with its operational requirements and plans at a future time, the Party may, in its discretion, request the other Party to provide service to the New Customer on an interim basis (collectively, "Interim Service"). 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 decline the request. If such request is accepted the Party providing Interim Service shall be deemed to do so only on behalf of the requesting Party, who shall remain entitled to serve the New Customer to the same extent as if it had provided service in the first instance.

(b) The parties shall notify the Commission of any such agreement for Interim Service which is anticipated to last more than one year; provided, however, the Party providing

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Interim Service hereunder shall not be required to pay the other Party for any loss of revenue associated with the provision of such Interim Service.

(c) At such time as the requesting Party elects to begin providing service directly to the New Customer, after reasonable notice to the other party: (1) the Party providing Interim Service shall cease providing Interim Service and, thereafter, service shall be furnished to the New Customer in accordance with sections 2.1 and 2.2; and (2) the requesting Party shall pay the Party providing Interim Service the depreciated costs (calculated on a straight line basis) for facilities installed by the Party providing interim service exclusively for such New Customer.

(d) Additionally, as used in this section 2.4(d), "Interim Service" also refers to a request by a Party to the other Party to extend and provide service to a customer, where that customer lies within the territorial area of the requesting Party, but the Parties agree that service is more economically provided by the other Party, it being the intent of the Parties that such Interim Service shall only be provided upon (1) mutual agreement of the Parties, and (2) the Parties' joint notification to the Commission of such Interim Service agreement, related facts, and the subsequent filing of an amendment to this Agreement, if necessary, to provide for appropriate, related Territorial Boundary Line changes. The Parties shall endeavor to make such filing with the Commission, as provided for in the previous sentence, within six months of their notice to the Commission pursuant to this section 2.4(d).

2.5 **Bulk Power for Resale.** Nothing in this Agreement shall be construed to prevent either Party from providing bulk power supply to other electric utilities for resale purposes wheresoever such other electric utilities may be located, including the location of Transmission Lines in the other Party's territorial area. Further, no other provision of this Agreement shall be construed as applying to bulk power supply for resale.

Article 3.
OPERATIONS AND MAINTENANCE

3.1 **Facilities to Remain.** Except as otherwise expressly provided for in this Agreement, all generating plants, Transmission Lines, substations, Distribution Lines, and related facilities now or hereafter constructed, or used by either party in conjunction with their respective electric utility systems, and which are used directly or indirectly and are useful in serving customers and their respective territorial areas or in fulfilling the requirements of law shall be allowed to remain where situated and shall not be subject to removal or transfer under this Agreement; provided, however, that each Party shall operate and maintain such generating plants, transmission lines, substations, distribution lines, and related facilities in a manner so as to minimize any interference with the operations of the other Party.

3.2 **Joint Use.** The Parties hereby acknowledge that it may be necessary, under certain circumstances, and in order to carry out this Agreement, to make arrangements for the joint use of their respective service facilities. In such event, arrangement shall be made by separate instruments

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incorporating standard engineering practices, providing proper clearance with respect thereto, and setting forth other terms and conditions as the Parties may mutually agree.

3.3 Facilities to be Served. Nothing in this Agreement shall be construed to prevent or in any way inhibit the right and authority of Lakeland or Tampa Electric to provide retail electric service to any of its own facilities when those facilities are located in the territorial area of the other Party; provided, however, each Party is hereby obligated to provide for service to its own facilities, located in the territorial area of the other Party, in a manner so as to minimize any interference with the operations of the other Party.

3.4 New Facilities in Territorial Area of the Other Party. Except pursuant to section 3.3, neither Party shall construct any Distribution Line in the territory of the other Party without the express written consent of the other Party

Article 4.
PREREQUISITE APPROVAL

4.1 Florida Public Service Commission. The provisions of this Agreement are subject to the regulatory authority 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. Any proposed modifications to this agreement shall be submitted to the Florida Public Service Commission for approval. Tampa Electric will file an annual report with the Florida Public Service Commission on or before March 31 of each year providing the status of the Agreement and any proposed modifications to the Agreement. The Parties will also file any other information and reports as requested by the Commission from time to time. In addition, the Parties agree to jointly petition for the Florida Public Service Commission to resolve any disputes concerning the provisions of this Agreement which the parties are unable to resolve.

4.2 Liability in the Event of Disapproval. 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 document or on account of such non-attainment of approval.

4.3 Supersedes Prior Agreements. Upon approval by the Commission, this Agreement shall be deemed to specifically supersede the Replaced Agreement and all pother prior agreements between the Parties, if any, defining the boundaries of their respective territorial areas.

Article 5.
DURATION

5.1 Duration. This agreement is the only agreement between Lakeland and Tampa Electric and supersedes all prior agreements between the Parties as to their electric service territories and shall continue and remain in effect for a period of 15 years from the date of the Florida Public Service Commission's initial order approving this Agreement. Upon the expiration of

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the initial 15 year term, this Agreement shall automatically renew for successive one-year renewals. Either Party may terminate this Agreement, provided that such termination becomes effective after the initial 15 year term, but providing notice of termination to the other Party no less than 12 months prior to the effective date of the termination. The notice shall be in accordance with section 7.3 and shall state the effective date of the termination.

**Article 6.
CONSTRUCTION OF AGREEMENT**

6.1 Intent and Interpretation. It is hereby declared to be the purpose and intent of the Parties that this Agreement shall be interpreted and construed, among other things, to eliminate and avoid the needless and wasteful expenditures and potentially hazardous situations that would otherwise result. The purpose of this Agreement, among other things, is to further this state's policy of supervising the planning, development, and maintenance of a coordinated electric power grid throughout the State of Florida; to avoid uneconomic duplication of generation, transmission, and distribution facilities; and to encourage the installation and maintenance of facilities necessary to fulfill a utility's obligation to serve.

**Article 7.
GENERAL PROVISIONS**

7.1 Negotiations. Whatever terms or conditions may have been discussed during the negotiations leading up to the execution of this Agreement, the only ones agreed upon are those set forth herein, and no alteration, modification, enlargement, or supplement to this Agreement shall be binding upon either of the Parties unless the same shall be in writing and hereto attached and signed by both of the Parties and approved by the Florida Public Service Commission in accordance with section 4.1.

7.2 Successors and Assigns. Nothing in this Agreement expressed or implied is intended, nor shall be construed, to confer upon or give to any person or corporation, other than the Parties, any right, remedy, or claim under or by reason of this Agreement, or any provision or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of, and shall be binding only upon, the Parties and their respective representatives, successors, and assigns.

7.3 Notices. Notices given here under shall be deemed to have been given to TECO if mailed by certified mail, postage prepaid, to: Tampa Electric Company, PO Box 111 3600 Midtown Drive, Tampa, FL 33607 Attn: Jordan Williams and Alex Georgilakis; and to Lakeland if mailed by certified mail, postage prepaid, to: Lakeland Electric, 501 East Lemon Street, Lakeland, Florida 33801-5079, Attn: Scott Bishop, Assistant General Manager of Delivery, Lakeland Electric. Such addresses to which such notice shall be mailed may be at any time changed by designating such new address and giving notice thereof and writing in the manner as provided herein.

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7.4 Severability. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted, while using best efforts to give effect to the original intent and benefit of the negotiated bargain represented in this Agreement by the Parties.

[Signature Page Follows]

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The Parties are signing this Agreement as of the date stated in the introductory paragraph.

CITY OF LAKELAND, FLORIDA, on behalf of its
municipal utility, Lakeland Electric

By: 
Name: H. William Mutz
Title: Mayor

Attest:
By: 
Kelly S. Koos, City Clerk



Approved as to form and correctness:
By: 
Palmer C. Davis, City Attorney

TAMPA ELECTRIC COMPANY

By: 
Chip Whitworth
Vice President, Electric Delivery

[Signature sheet to Amended and Restated Territorial Agreement by and between CITY OF LAKELAND, FLORIDA, ON BEHALF OF ITS MUNICIPAL UTILITY LAKELAND ELECTRIC, and TAMPA ELECTRIC COMPANY, dated as of June 16, 2025.]

**TAMPA ELECTRIC COMPANY
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COMPOSITE EXHIBIT A**

**COMPOSITE EXHIBIT A
TO THE
AMENDED AND RESTATED
TERRITORIAL AGREEMENT
BETWEEN
TAMPA ELECTRIC COMPANY AND
CITY OF LAKELAND**

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COMPOSITE EXHIBIT A
TERRITORIAL BOUNDARY
BETWEEN
TAMPA ELECTRIC COMPANY AND THE CITY OF LAKELAND, FLORIDA

DESCRIPTION;

Commence at the Southwest corner of Section 19, Township 29 South, Range 23 East, Polk County, Florida for A POINT OF BEGINNING; thence on the West boundary of said Range 23 East (the same being the County line between Hillsborough County to the West and Polk County to the East), proceed in a Northerly direction to the Northwest corner of Section 6, Township 27 South, Range 23 East the same being the Southwest corner of Section 31, Township 26 South, Range 23 East; thence departing aforementioned Hillsborough-Polk County line and on the West boundary of said Range 23 East, proceed in a Northerly direction to the Northwest corner of the South one-half of the North one-half of Section 30, Township 26 South, Range 23 East; thence on the North boundary of said South one-half of the North one-half of Sections 30 and 29, Township 26 South, Range 23 East, proceed in an Easterly direction to the West boundary of the East one-half of said Section 29; thence on said West boundary of the East one-half of Sections 29 and 20, Township 26 South, Range 23 East, proceed in a Northerly direction to the North boundary of the South one-half of said Section 20, thence on the North boundary of the South one-half of Sections 20 and 21, Township 26 South, Range 23 East, proceed in an Easterly direction to an intersection with the centerline of Sherouse Road; thence departing said North boundary and on centerline of said road, proceed in an Easterly direction to an intersection with the North boundary of the South one-half of sforesaid Section 21; thence departing centerline of said road and on said North boundary, proceed in an Easterly direction to a point which is located 769.80 feet West of the intersection of said North boundary with the Westerly right-of-way boundary of State Road No. 700 & 35 (U.S. 98); thence on a course 553.84 feet Westerly of and parallel to said Westerly right-of-way boundary as shown on D.O.T. right-of-way map for said State Road No. 700 & 35 (U.S. 98) (Section 1621), proceed in a southeasterly direction to the beginning of curve concave Southwesterly, having a radius of 5,095.74 feet and a central angle of 17°26'31"; thence proceed on the arc of said curve a distance of 1,551.23 feet to the curve's end, the same being at the point of intersection with the South boundary of Section 21; thence on the South boundaries of Sections 21 and 22, Township 26 South, Range 23 East, proceed in an Easterly direction to the East boundary of the West one-half of the West one-half of said Section 22; run thence North along said East boundary 2616.65 feet, run thence East and parallel to the North boundary of the South half of Section 22 to the East boundary of Section 22, run thence North along said East boundary to the North boundary thereof, thence North along the West boundaries of Sections 14, 11, and 2, Township 26 South, Range 23 East to the Northwest corner of said Section 2, Township 26 South Range 23 East; thence on the North boundary of Sections 2 and 1, Township 26 South, Range 23 East (the same being the County line between Pasco County to the North and Polk County to the South), proceed in an Easterly direction to the Northeast corner of said Section 1; thence departing said County line and on the East line of said Range 23 East,

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44 proceed in a Southerly direction to the Northeast corner of Section 25, Township 26 South, Range 23
45 East, the same being the Northwest corner of Section 30, Township 26 South, Range 24 East; thence
46 on the North boundary of Section 30, Township 26 South, Range 24 East, proceed to the Northeast
47 corner of said section 30, also being the Southwest corner of Section 20, Township 26 South, Range 24
48 East; thence Northerly along the West boundary line of said Section 20 proceed to the Northwest
49 corner of the Southwest 1/4 of the Southwest 1/4 of said Section 20; thence proceed Easterly to the
50 Northeast corner of the Southeast 1/4 of the Southwest 1/4 of said Section 20; thence proceed
51 Southerly to the Southeast corner of the of the Southwest 1/4 of said Section 20; thence proceed in an
52 Easterly direction along the North boundaries of Sections 29,28,27,26 25, Township 26 South, Range
53 24 East to the Northeast corner of said Section 25, also being the Northwest corner of Section 30,
54 Township 26 South, Range 25 East; thence Easterly along the North boundary of said Section 30
55 proceed to the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of Section 30, Township 26
56 East, Range 25 East; thence Southerly to the Southwest corner of said Northeast 1/4 of the Northeast
57 1/4 of Section 30; thence Easterly to the Southeast corner of said Northeast 1/4 of the Northeast 1/4 of
58 Section 30 ; thence proceed Northerly along the East boundary of said Section 30 to the Northwest
59 corner of Section 29, Township 26 South, Range 25 East; thence Easterly along North boundary of
60 said Section 29 proceed to the Northwest corner of the Northeast 1/4 of said Section 29; thence
61 proceed Southerly to the Southwest corner of the Northwest 1/4 of the Northeast 1/4 of said Section
62 29; thence Easterly along the Southerly boundary lines of the Northwest 1/4 of the Northeast 1/4 and
63 the Northeast 1/4 of the Northeast 1/4 of said Section 29 proceed to a point 900 feet Westerly of the
64 centerline of State Road-33, also known as Commonwealth Ave North; thence along a line 900 feet
65 Westerly of and parallel to the centerline State Road 33 proceed Northerly to the North boundary of
66 Section 29; thence along the North line of Section 29 and 28, Township 26 South, Range 25 East
67 proceed Easterly to the Northeast corner of said Section 28; thence on the East boundaries of Sections
68 28 and 33, Township 26 South, Range 25 East proceed in a Southerly direction to a point 1,700.00 feet
69 South of the Northeast corner of said Section 33; proceed thence in a Westerly direction a distance of
70 2,000.00 feet; proceed thence in a Southerly direction to the South boundary of said Section 33; thence
71 on said South boundary, proceed in a Westerly direction to the Northeasterly shore of Lake Agnes;
72 thence along the Northeasterly shore of said Lake Agnes, proceed in a Northwesterly direction to the
73 intersection with the east line of the Northwest one-quarter of the Southeast one-quarter of Section 32,
74 Township 26 South, Range 25 East; thence North along the East line of said Northwest one-quarter of
75 the Southeast one-quarter of Section 32, to the Northeast corner of the Northwest one-quarter of the
76 Southeast one-quarter of Section 32; thence West along the North line of said Northwest one-quarter of
77 the Southeast one-quarter, to the intersection with the centerline of State Road 665; thence South along
78 said centerline to the Southerly limited access right-of-way boundary of State Road No. 400 (Interstate
79 Hwy. No. 4); thence on said Southerly limited access right-of-way boundary as shown on D.O.T. right-
80 of-way map for said State Road No. 400 (Section 16320-2401) the following three (3) calls: proceed in
81 a Westerly direction a distance of 1,338 feet more or less to the beginning of a curve concave
82 Southerly, having a radius of 11,309.16 feet and a central angle of 16°24'00"; thence on arc of said
83 curve proceed in a Southwesterly direction a distance of 3,237.06 feet to the curve's end; thence in a
84 Southwesterly direction a distance of 1687 feet; thence proceed Northerly perpendicular to said
85 Southern right-of-way line a distance of 400.18 feet to a point on the Northern right-of-way line of I-4
86 as shown on the right-of-way map for I-4 Section 16320-2436; thence Westerly along said right-of-
87 way line a distance of 429.03 feet to the centerline of construction for State Road 670, also known as
88 the Polk County Parkway, as shown on the right-of-way map for State Road 670, Section 97160-2312,
89 thence along the said centerline of construction the following three calls: thence Northerly a distance
90 of 714.07 feet to the beginning of curve concave to the South having a radius of 881.41 feet and a
91 central angle of 160°16'07"; thence along the arc of said curve a distance of 2465.67 feet to a point of

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92 tangency; thence southwesterly a distance of 1048.31 feet; thence departing said centerline of
93 construction on a line perpendicular to the said centerline of construction proceed Westerly a distance
94 of 324.21 feet to a point on the Westerly right-of-way line of State Road 670, said point being the
95 beginning of a non-tangent curve concave Northwesterly and a central angle of 10°36'21" and a radius
96 of 1343.79 feet; thence along the arc of said curve a distance of 248.74 feet to the Northern right-of-
97 way line of I-4 as shown on the right-of-way map for I-4 Section 16320-2433; thence Westerly along
98 said right-of-way line to the East boundary of Section 12, Township 27 South, Range 24 East; thence
99 departing said Northerly limited access right-of-way line and on the East boundary of said Range 24
100 East, proceed in a Southerly direction to the intersection of said East boundary with the centerline of
101 the former Seaboard Coastline Railroad right of way; thence Northeasterly along said centerline to an
102 intersection with the East boundary of the West 1/2 of the Northwest 1/4 of Section 30, Township 27
103 South, Range 25 East; thence departing said centerline, proceed South along said East boundary to the
104 South boundary of the Northwest 1/4 of said Section 30; thence West along the South boundary of the
105 Northwest 1/4 of said Section 30 to the West boundary of said Section 30, also being the East
106 boundary of Section 25, Township 27 South, Range 24 East; thence on the East boundary of said
107 Range 24 East, proceed in a Southerly direction to the Southeast corner of Section 36, Township 27
108 South, Range 24 East; thence on the South boundary of said Section 36, proceed in a Westerly
109 direction to the Northeast corner of Section 1, Township 28 South, Range 24 East; thence on the East
110 boundary of said Range 24, proceed in a Southerly direction to the centerline of CR-546, also known
111 as Saddle Creek Road; thence run Easterly along said centerline to a point 150 feet Easterly of the
112 Northerly projected centerline of Old Dixie Highway; thence Southerly parallel to and 150 feet
113 Easterly of the projected centerline of Old Dixie Highway to the intersection with the North boundary
114 of Kimberly Court subdivision as recorded in Plat Book 73, Page 40 of the public records of Polk
115 County, Florida; thence Easterly along the North boundary of said subdivision to the Easterly
116 boundary of said subdivision; thence Southerly along said Easterly boundary to the Southerly
117 boundary of said subdivision; thence westerly along said Southerly boundary to a point 150 easterly of
118 Old Dixie Highway; thence Southerly parallel to and 150 feet Easterly of the centerline of Old Dixie
119 Highway to the centerline of the CSX railroad track as shown on valuation Map V 3 Fla 50, lying
120 Southerly of US-92; thence Northeasterly along said railroad track centerline to the East line of Section
121 17, Township 28 South, Range 25 East; thence South along the East line of Sections 17, 20, and 29 of
122 Township 28 South, Range 25 East to the Southeast corner of the North one-half, of the North one-
123 half, of the North one-half, of said Section 29, Township 28 South, Range 25 East; thence on the South
124 boundaries of the North one-half, of the North one-half, of the North one-half, of both said Section 29
125 and Section 30 Township 28 South, Range 25 East, proceed in a Westerly direction, to an intersection
126 with the centerline of Saddle Creek; thence on the centerline of said creek, proceed in a Southeasterly
127 direction to the Northerly shore of Lake Hancock; thence on said Northerly shore of said Lake
128 Hancock; proceed in an Easterly direction to the East Boundary of Section 31, Township 28 South,
129 Range 25 East; thence on a line being the Southerly extension the said East boundary of Section 31,
130 proceed Southerly to the theoretical Northeast corner of Section 19, Township 29 South, Range 25
131 East; thence Westerly on the theoretical North boundary (of said Section 19) 2,600.00 feet; thence
132 Southwesterly to the point of intersection of the Southwesterly shoreline of aforesaid Lake Hancock
133 with the Easterly extension of the South boundary of the North one-half of the North one-half of
134 Section 24, Township 29 South, Range 24 East; thence proceed on said Easterly extension in a
135 Westerly direction to the Southeast corner of the North one-half of the aforesaid North one-half of
136 Section 24; thence on the South boundary thereof; proceed in a Westerly direction to the East boundary
137 of the West one-half of the West one-half of said Section 24; thence on said East boundary, proceed in
138 a Southerly direction to the South boundary of the North one-half of the North one-half of the South
139 one-half of said Section 24; thence on said South boundary, proceed in a Westerly direction to the

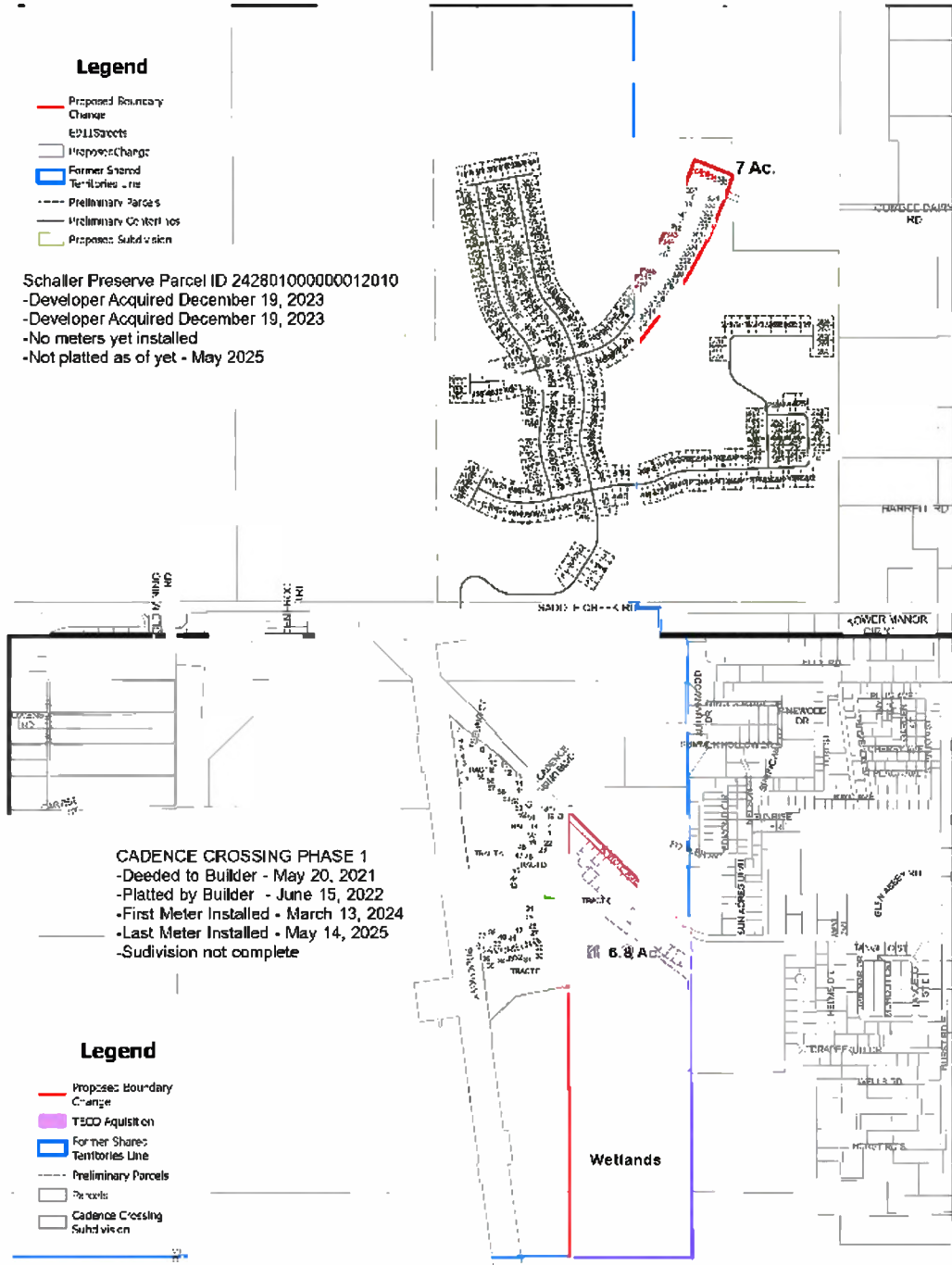
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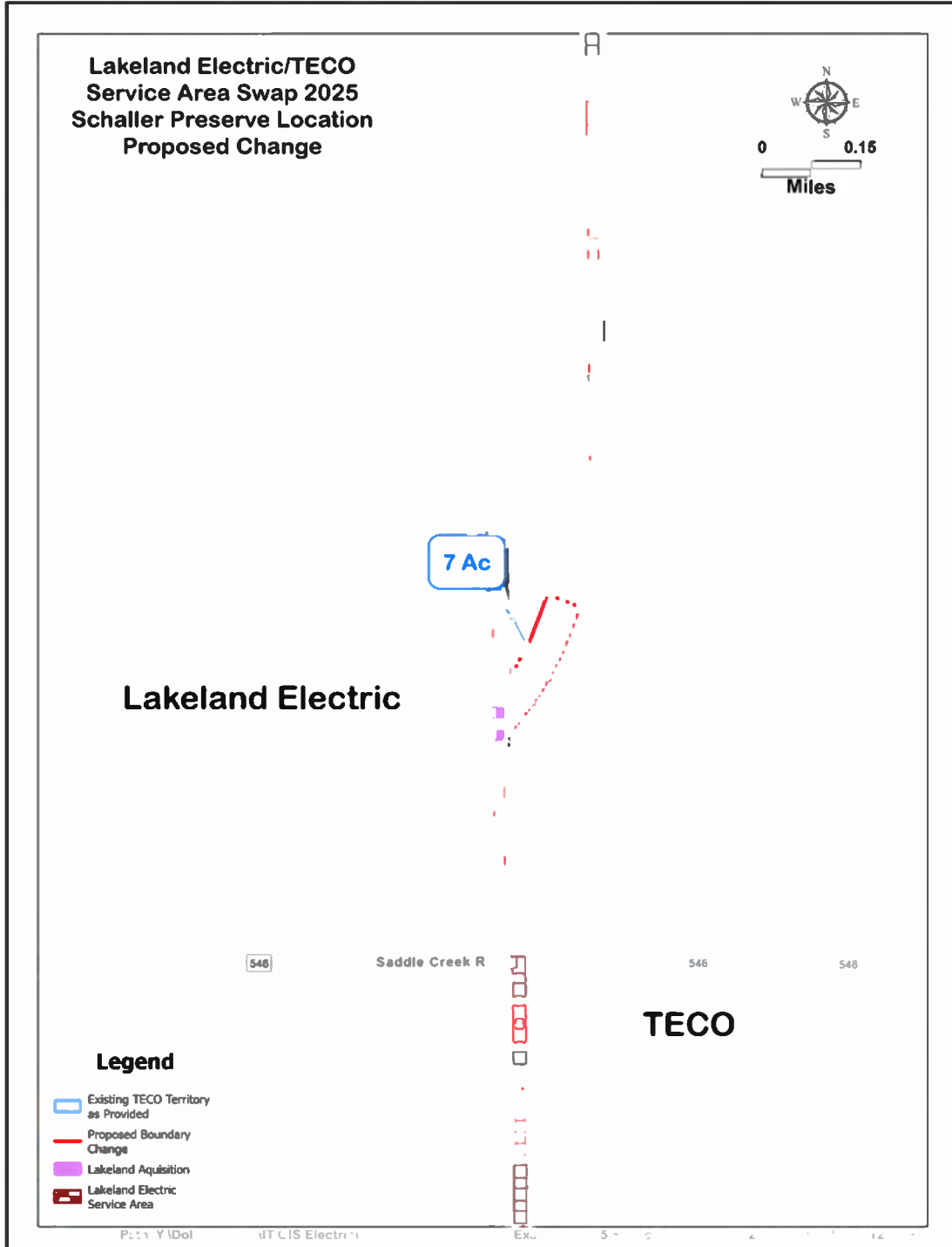
140 West boundary of said Section 24, the same being the East boundary of Section 23, Township 29
141 South, Range 24 East; thence on the East boundaries of Section 23 and 26, Township 29 South, Range
142 24 East, proceed in a Southerly direction to the Southeast corner of the North one-half of the South
143 one-half of the North one-half of said Section 26; thence on the South boundary of the North one-half
144 of the South one-half of the North one-half of said Section 26, proceed in a Westerly direction to the
145 East boundary of the West one-half of said Section 26; thence on said East boundary, proceed in a
146 Southerly direction to the South boundary of the North one-half of said Section 26; thence on said
147 South boundary, proceed in a Westerly direction to the West boundary of the East one-half of the East
148 one-half of the West one-half of said Section 26; thence on said West boundary, proceed in a Southerly
149 direction to the North boundary of the South one-half of the South one-half of said Section 26; thence
150 on said North Boundary, proceed in an Easterly direction to the East boundary of the West one-half of
151 said Section 26; thence on said East boundary, proceed in a Southerly direction to the Southeast corner
152 of the West one-half of said Section 26; thence on the South boundaries of Sections 26, 27 and 28,
153 Township 29 South, Range 24 East, proceed in a Westerly direction to the Southwest corner of said
154 Section 28; thence on the West boundary of said Section 28, the same being the East boundary of
155 Section 29, Township 29 South, Range 24 East, proceed in a Northerly direction to the Southeast
156 corner of the North one-half of the North one-half of said Section 29; thence on the South boundary of
157 the North one-half of the North one-half of Section 29 and 30, Township 29 South, Range 24 East and
158 on the South boundary of the North one-half of the North one-half of Section 25 and 26, Township 29
159 South, Range 23 East, proceed in a Westerly direction across said Sections 29, 30, 25 and 26 to an
160 intersection with the centerline of State Road No. 37; thence on said centerline as shown on D.O.T.
161 right-of-way map for said State Road No. 37 (Section 16250-2514), proceed in a Northerly direction to
162 the North boundary of said Section 26, the same being the South boundary of Section 23, Township 29
163 South, Range 23 East; thence on the South boundaries of Sections 23, 22, 21, 20 and 19, Township 29
164 South, Range 23 East, proceed in a Westerly direction to the Southwest corner of said Section 19 and
165 the POINT OF BEGINNING.
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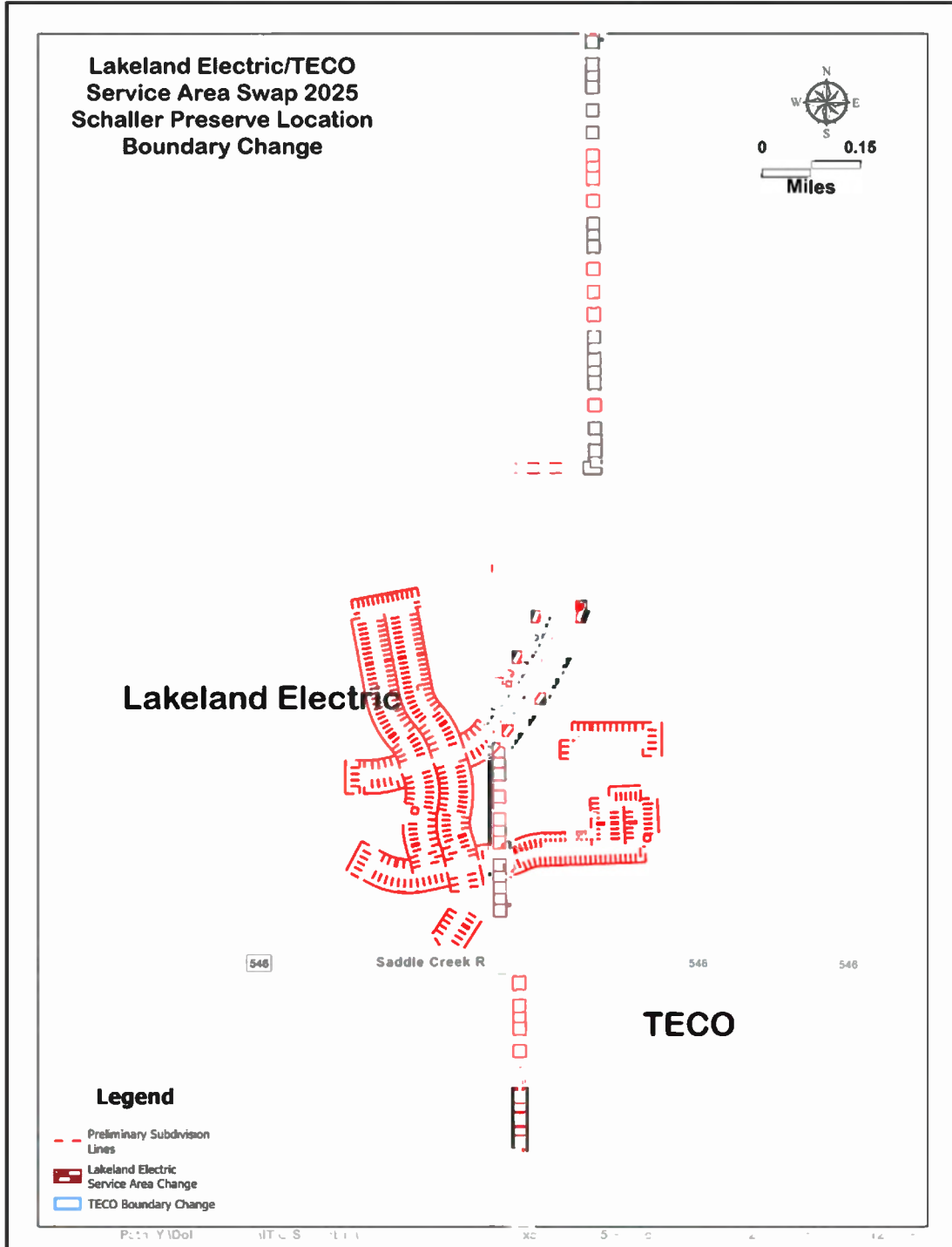
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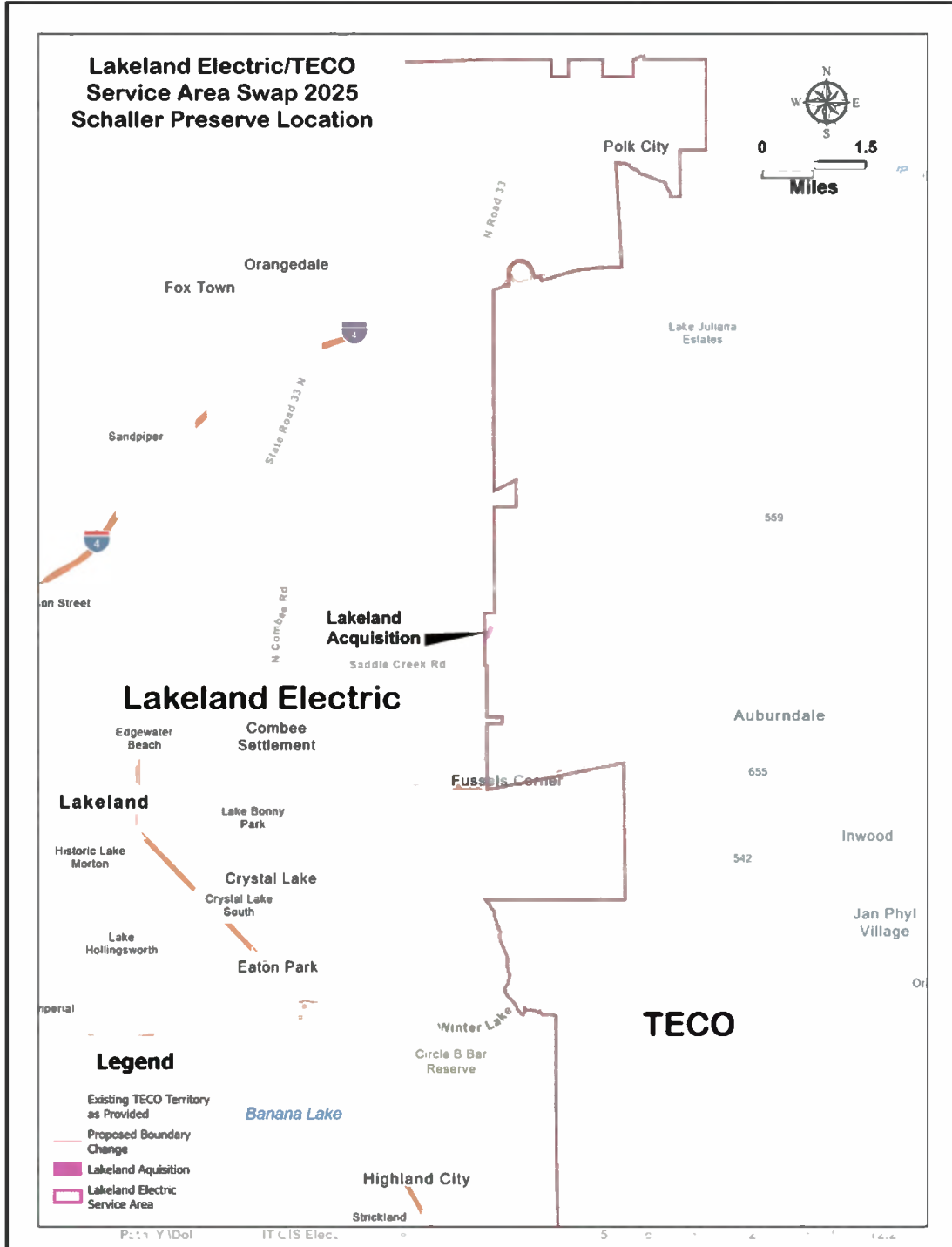
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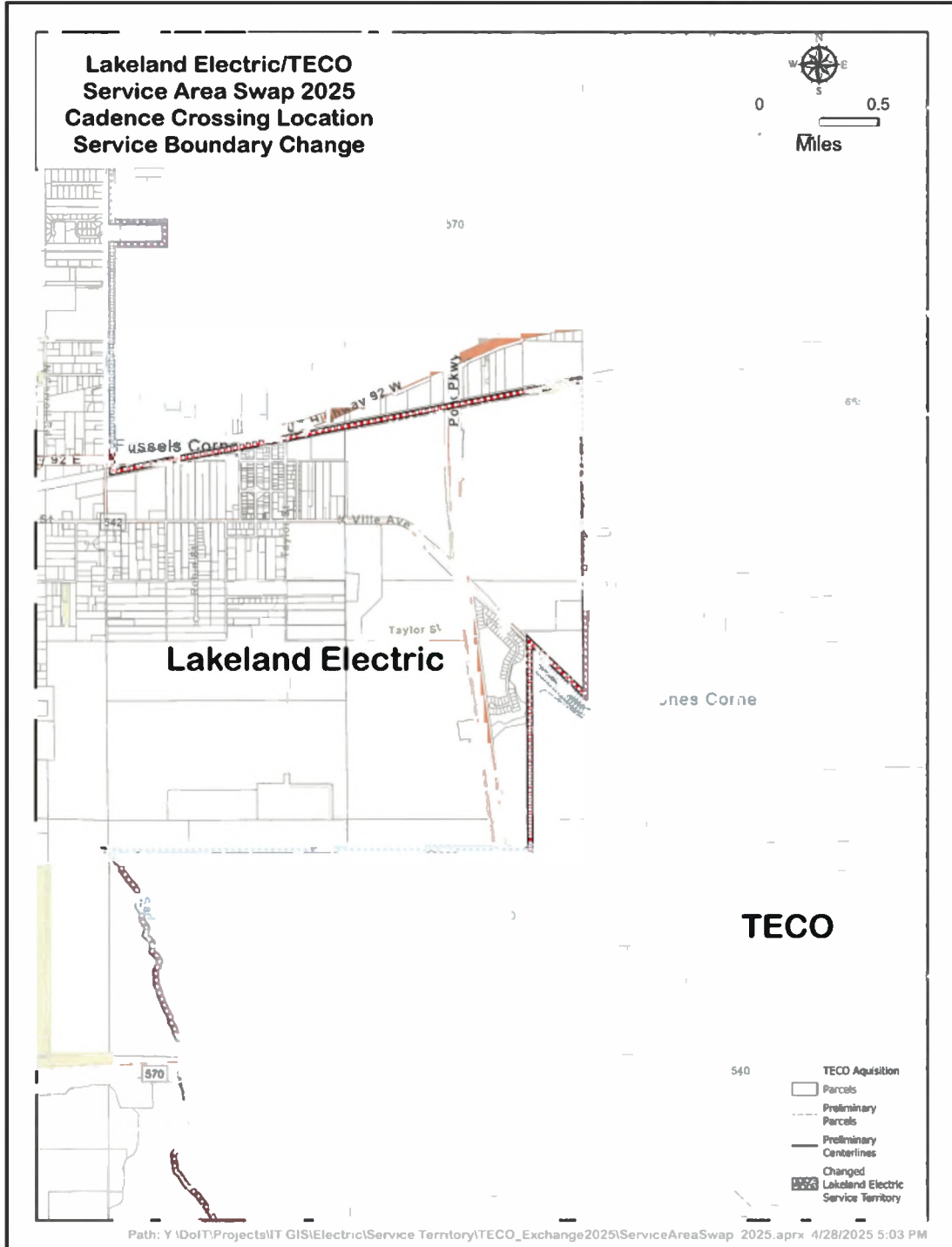
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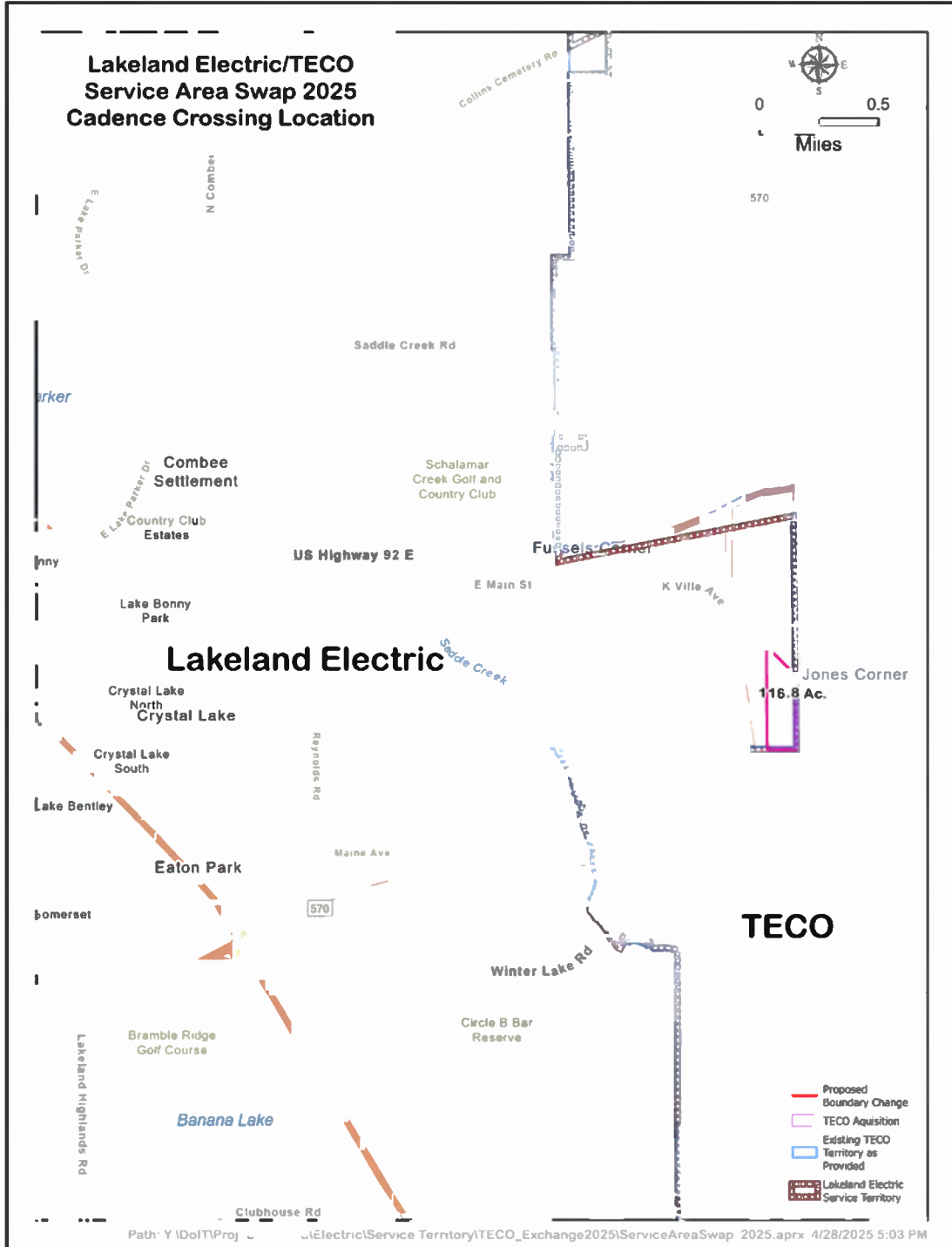
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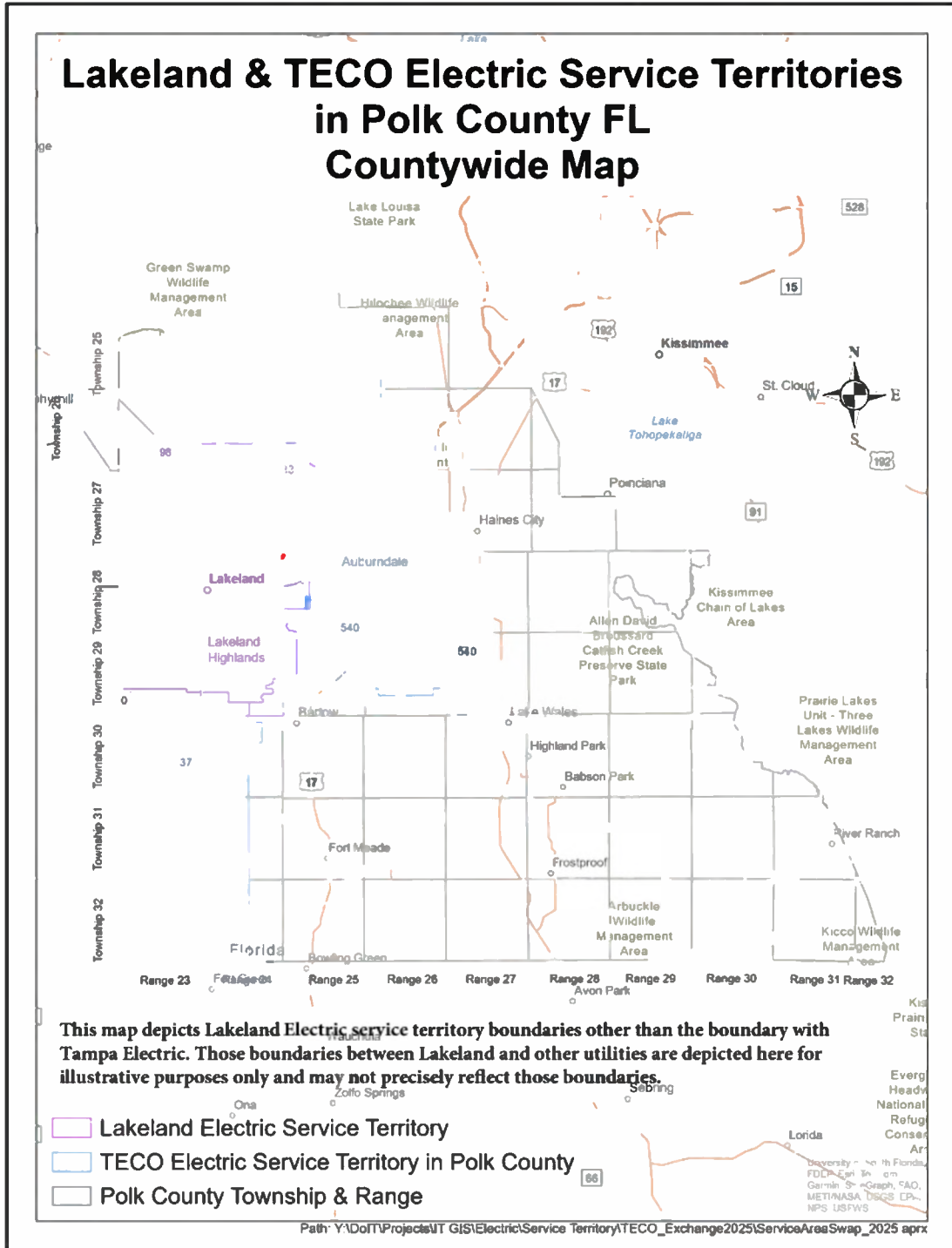
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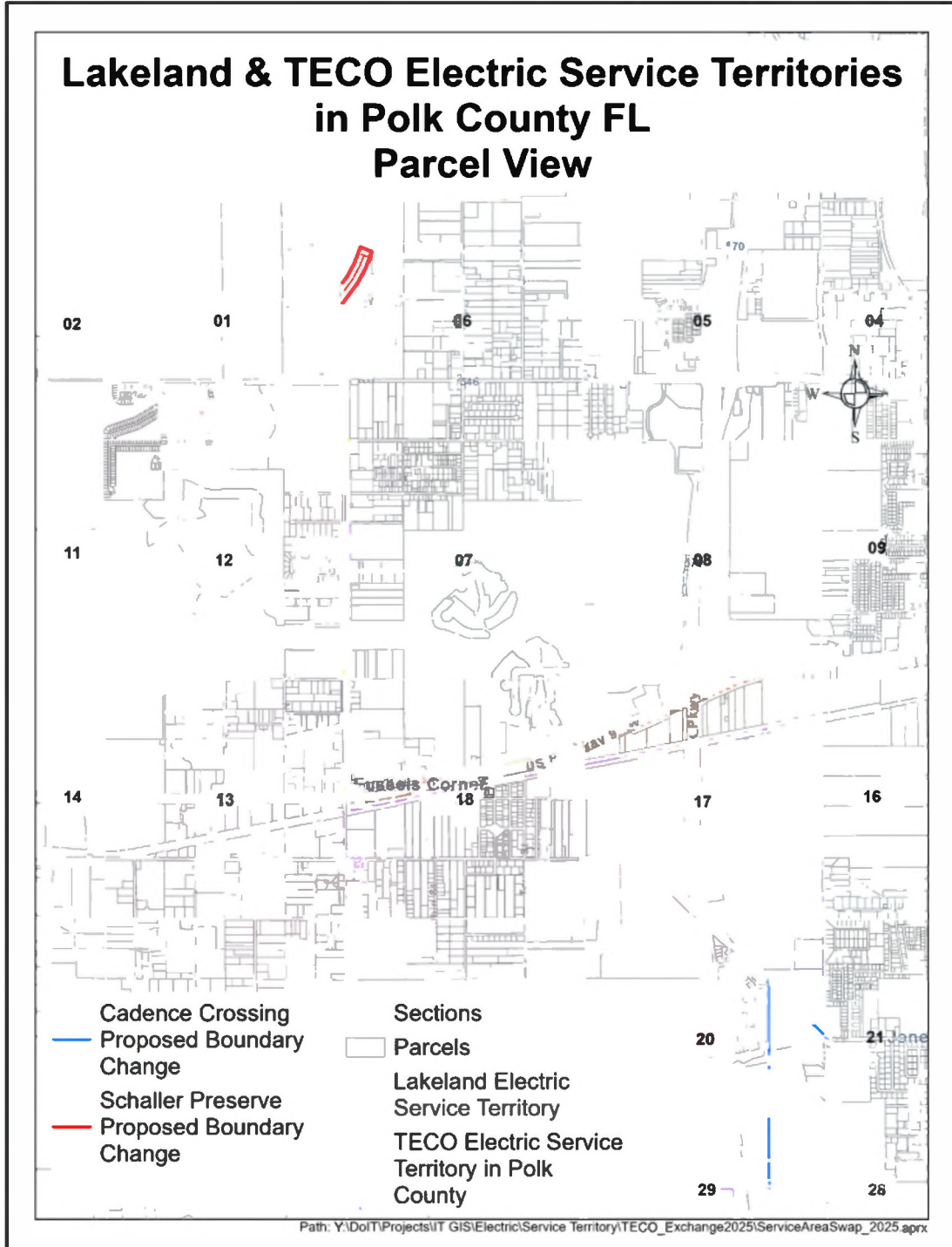
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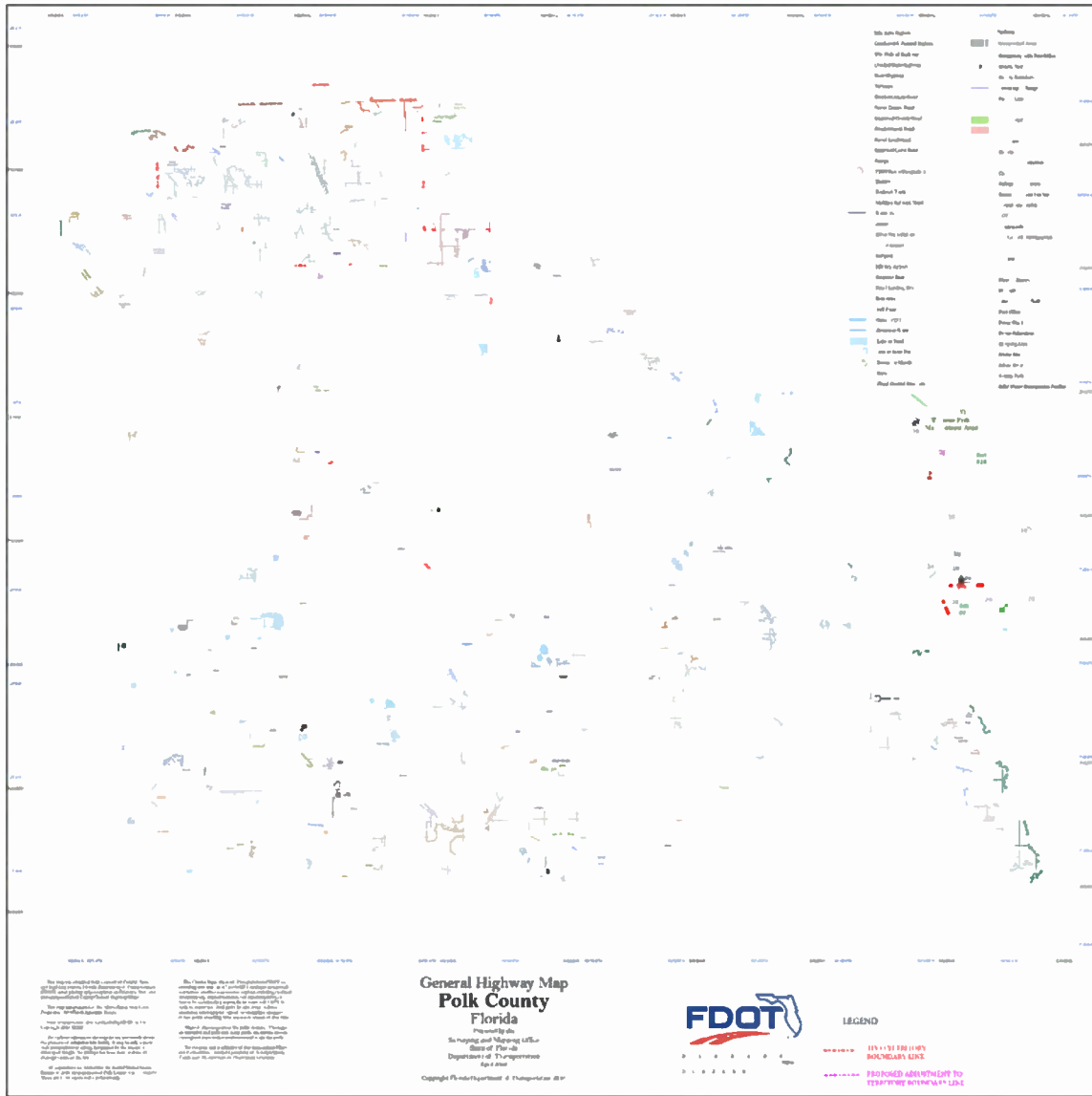
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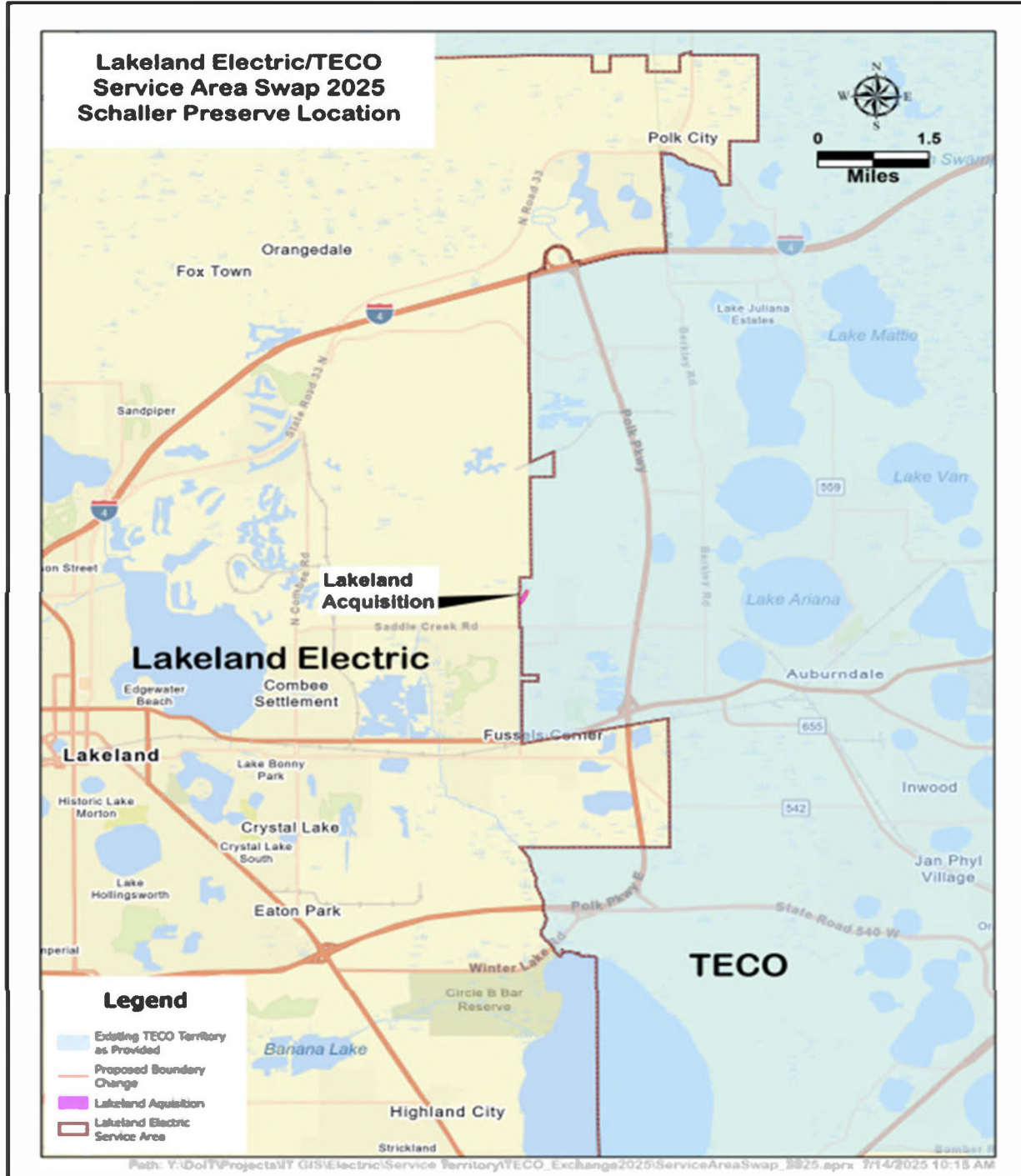
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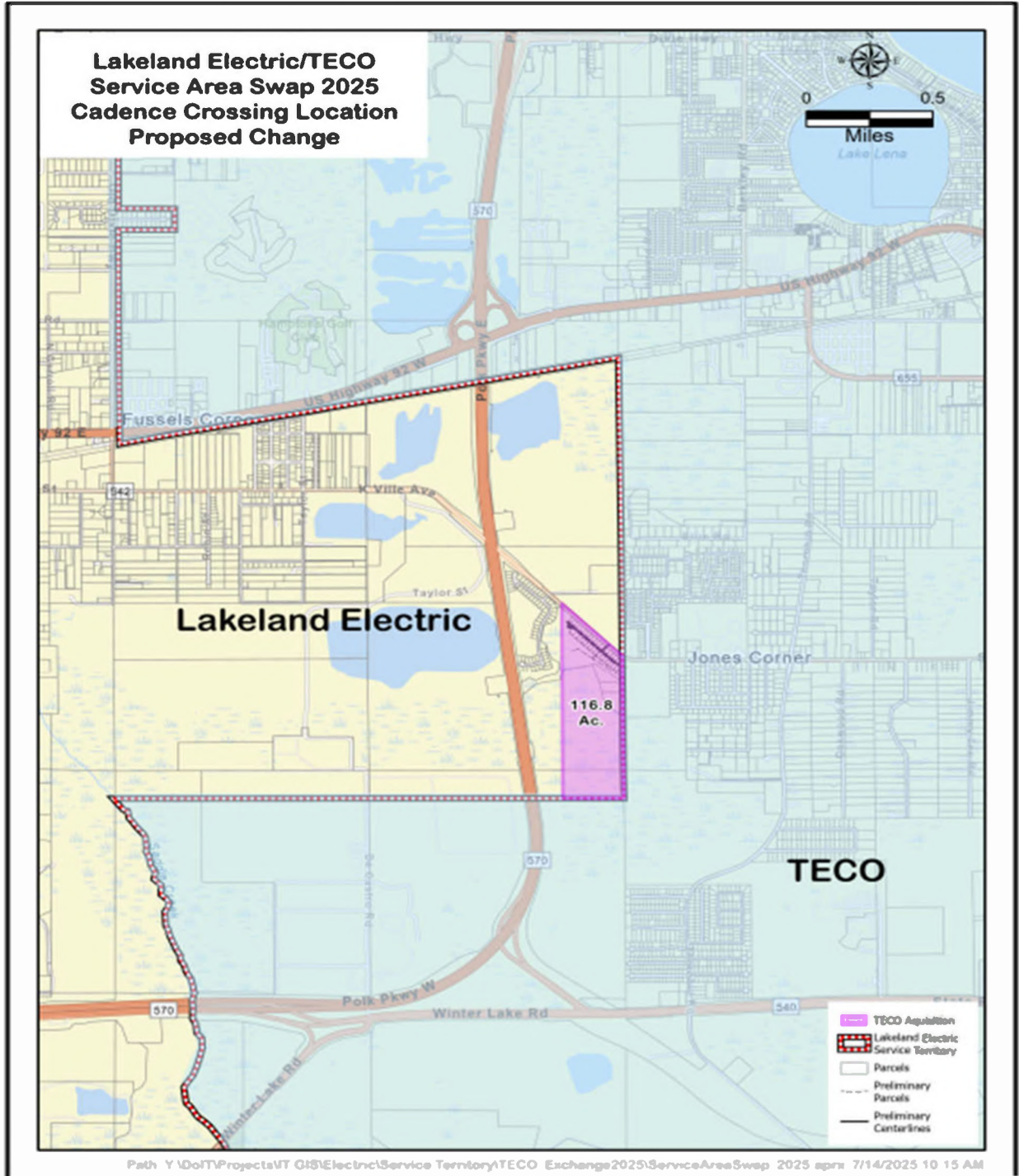
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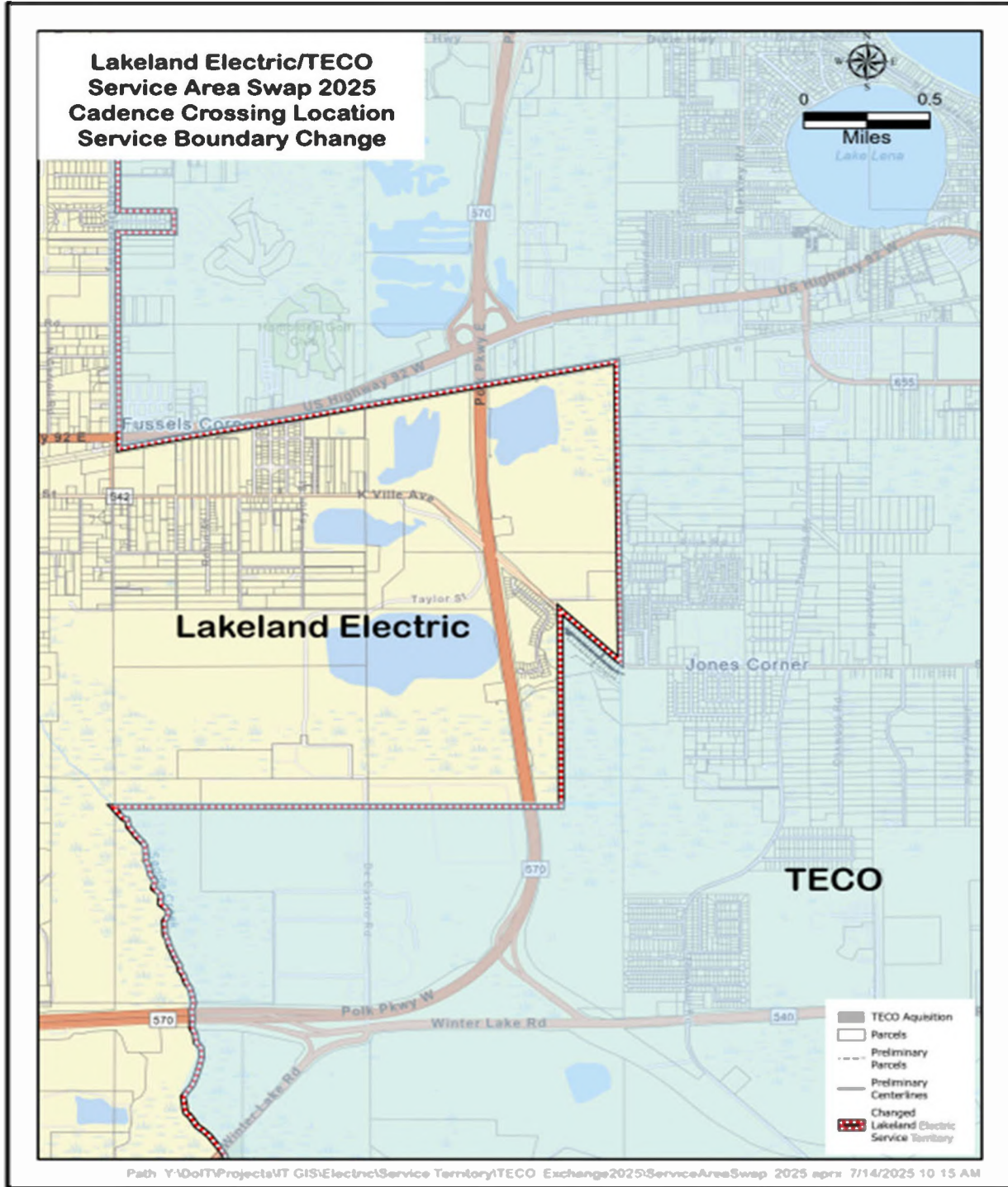
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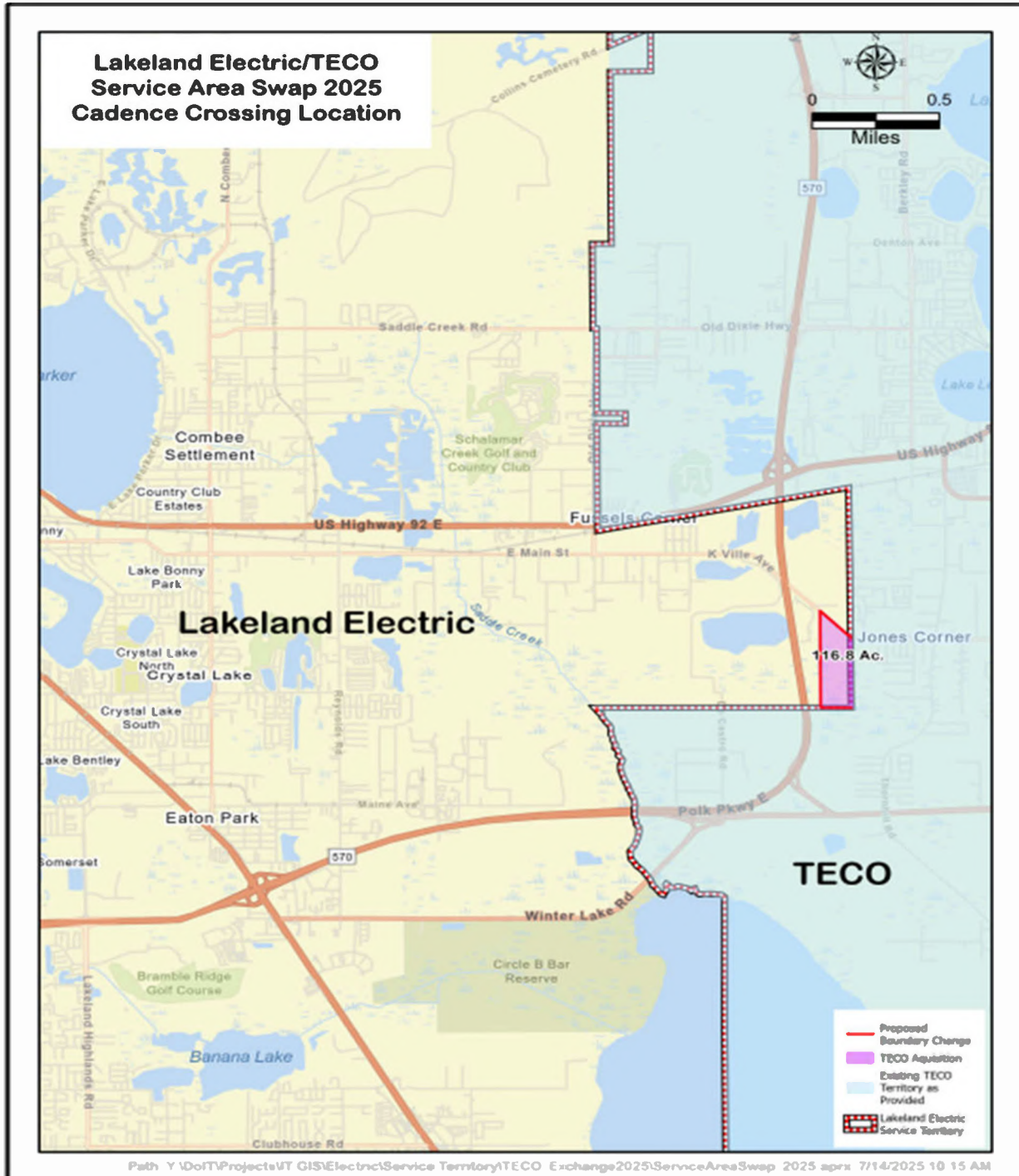
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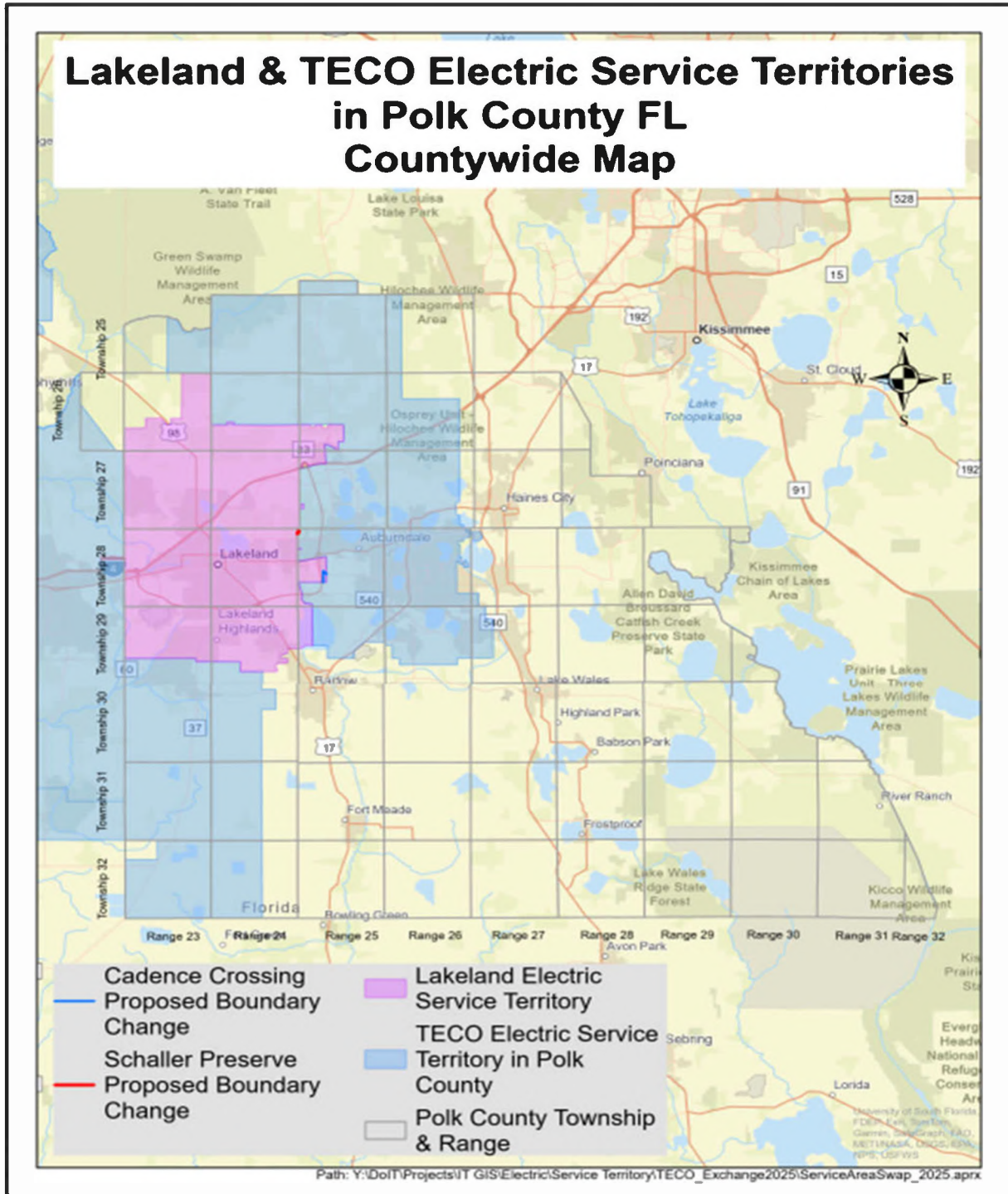
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