



Matthew R. Bernier
Senior Counsel

June 9, 2016

VIA ELECTRONIC FILING

Ms. Carlotta Stauffer, Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: *Joint Petition of the City of Bartow and Duke Energy Florida, LLC for approval of a territorial agreement in Polk County; Docket No. _____*

Dear Ms. Stauffer:

Please find enclosed for electronic filing a Joint Petition of the City of Bartow and Duke Energy Florida, LLC to amend the existing territorial agreement in Polk County.

Thank you for your assistance in this matter. Please feel free to call me at (850) 521-1428 should you have any questions concerning this filing.

Respectfully,

s/ Matthew R. Bernier
Matthew R. Bernier

MRB/mw
Enclosures
cc: Sean R. Parker and George a. Long

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint Petition of the City of Bartow and Duke Energy Florida, LLC for approval of a territorial agreement in Polk County, Florida

Submitted for filing:

Docket No. _____

June _____, 2016

JOINT PETITION TO APPROVE TERRITORIAL AGREEMENT

The City of Bartow ("BARTOW"), and DEF Florida, LLC ("DEF") (collectively, the "Joint Petitioners") pursuant to Section 366.04(2)(d), F.S., and Rule 25-6.0440, F.A.C., jointly petition the Florida Public Service Commission ("the Commission") for approval of an amended territorial agreement ("Agreement") in Polk County;

In support hereof, the Joint Petitioners represent as follows:

1. The Joint Petitioners are electric utilities organized under the laws of Florida and are subject to the regulatory jurisdiction of the Commission pursuant to Section 366.04(2), F.S.
2. BARTOW's principal office is located in Bartow, Florida. DEF's principal office is located in St. Petersburg, Florida.
3. For purposes of this Joint Petition, the contact information of the Joint Petitioners will be that of their respective undersigned attorneys, and all pleadings, notices, and other communications in this matter should be served on the Joint Petitioners' undersigned attorneys.

4. To best avoid duplication of services and wasteful expenditures, as well as to best protect the public health and safety from potentially hazardous conditions, the Joint Petitioners have negotiated the proposed Agreement delineating their respective service boundaries in Polk County. The Agreement is attached hereto as Attachment A along with an accompanying map and written description delineating the territorial boundaries to which the Parties have agreed. The modified territorial boundaries are depicted in the Territorial Boundary maps attached in Exhibit A, and a written description of the territorial boundaries is included in Exhibit D, as required pursuant to Rule 25-6.0440(1)(a), F.A.C. This proposed Agreement has been negotiated for a term of 30 years and will remain in effect thereafter unless either Party provides written notice of Termination at least 12 months prior to terminating the Agreement.

5. Under this Agreement, two (2) commercial customers will be transferred from DEF to BARTOW when it is operationally feasible for BARTOW to serve these customers, but no later than 12 months after the approval of the Agreement by the Commission. No customers are being transferred from BARTOW to DEF. Prior to the filing of this Joint Petition, in accordance with Rule 25-6.0440(1)(d), F.A.C., the affected customers subject to transfer were sent written notification of this proposed Agreement. A sample copy of the letter providing such notification is attached as Exhibit C. As of the time of filing, no negative responses to the notification letters have been received. A summary of the responses ultimately received, if any, will be provided to the Commission by a supplemental filing.

6. The Commission has long recognized that properly constructed territorial

agreements between adjacent utilities are in the public interest. The Agreement will avoid duplication of services and wasteful expenditures, as well as protect the public health and safety from potentially hazardous conditions. For these reasons, the Joint Petitioners represent that the Commission's approval of the Agreement is in the public interest.

WHEREFORE, BARTOW and DEF respectfully request that the Commission grant this Joint Petition and approve the Agreement.



Dianne M. Triplett
Associate General Counsel
Duke Energy Florida
Post Office Box 14042
St. Petersburg, Florida 33733-4042
Telephone: 727-820-4692
Facsimile: 727-820-5249
Email: dianne.triplett@duke-energy.com

Matthew R. Bernier
Senior Counsel
Duke Energy Florida
106 E. College Ave., Suite 800
Tallahassee, Florida 32301
Telephone: 850.521.1428
Facsimile: 850.521.1437
Email: matthew.bernier@duke-energy.com



City of Bartow, Florida
Sean R. Parker, City Attorney
Boswell & Duniap, LLP
Post Office Drawer 30
245 South Central Avenue
Bartow, Florida 33831
Telephone: 863-533-7117
Facsimile : 863-533-7412
Email: srp@bosdun.com

City of Bartow, Florida
George A. Long, City Manager
450 South Wilson Avenue
Bartow, Florida 33830
Telephone: 863-534-0100
Facsimile: 863-534-0114

ATTACHMENT A

Territorial Agreement

The City of BARTOW

and

Duke Energy Florida, LLC

Polk County

TERRITORIAL AGREEMENT

Section 0.1: The City of Bartow (“BARTOW”), and Duke Energy Florida, LLC d/b/a Duke Energy (“DEF”) (collectively, the “Parties” and individually, a “Party”) enter into this Territorial Agreement (“Agreement”) on this _____ day of June, 2016.

WITNESSETH:

Section 0.2: WHEREAS, BARTOW is a Florida municipal corporation and DEF is a corporation both organized and existing under the laws of the State of Florida, and are electric utilities as defined in, and whose retail service territories are subject to regulation pursuant to Chapter 366, Florida Statutes; and

Section 0.3: WHEREAS, BARTOW, a Florida municipal corporation, and by virtue of its Charter and legislative authority, is authorized and empowered to furnish electricity and power to customers located in areas of Polk County. DEF is authorized by Chapter 366, Florida Statutes, to furnish retail electric service to customers throughout the State of Florida, and pursuant to such authority, presently furnishes electric service to customers in areas of Polk County; and

Section 0.4: WHEREAS, BARTOW and DEF are Parties to a territorial agreement delineating their respective service territories in Polk County, which was approved by the Florida Public Service Commission (“Commission”). The territorial agreement was approved by Commission Order No. 16231, issued June 12, 1986, in Docket No. 851006-EU (the “Existing Agreement”); and

Section 0.5: WHEREAS, the Parties desire to amend and continue the Existing Agreement to better serve their interests and the interests of their customers in realizing the planning, operational, and customer service benefits provided to their respective electric systems by a properly constructed, approved, and supervised territorial agreement; and

Section 0.6: WHEREAS, the respective retail service areas of the Parties are contiguous, with the result that, absent the establishment of a territorial agreement defining the Parties' respective service territories, duplication of service facilities would be likely to occur; and

Section 0.7: WHEREAS, the Commission has previously recognized that duplication of service facilities results in needless and wasteful expenditures and may create hazardous situations, both being detrimental to the public interest; and

Section 0.8: WHEREAS, the Parties hereto desire to continue to avoid and eliminate circumstances which may create wasteful expenditures and hazardous situations by confirming the territorial boundary lines between their respective retail service territories in Polk County; and

Section 0.9: WHEREAS, the Commission is empowered by the Florida legislature, pursuant to Section 366.04(2)(d), Florida Statutes, to approve territorial agreements and the Commission, as a matter of long-standing regulatory policy, and has encouraged retail territorial agreements between electric utilities subject to its jurisdiction based on its findings that such agreements, when properly established and administered by the Parties and actively supervised by the Commission, avoid uneconomic duplication of facilities,

promote safe and efficient operations by utilities in rendering electric service provided to their customers, and therefore serve the public interest.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, which will be construed as being interdependent, the Parties hereby agree to amend and continue the Existing Agreement as follows:

ARTICLE I

DEFINITIONS

Section 1.1: Territorial Boundary Line(s). As used herein, the term "Territorial Boundary Line(s)" will mean the boundary line(s) depicted on the map attached hereto as Exhibit A which delineate and differentiate the Parties' respective territorial areas in Polk County ("Territorial Area"). Additionally, as required pursuant to Rule 25-6.0440(1)(a), F.A.C., a written description of the territorial areas served is attached as Exhibit D.

Section 1.2: BARTOW Territorial Area. As used herein, the term "BARTOW Territorial Area" will mean the geographic areas in Polk County allocated to BARTOW as its retail service territory and labeled as "City of Bartow " on the map contained in Exhibit A.

Section 1.3: DEF Territorial Area. As used herein, the term "DEF Territorial Area" will mean the geographic area allocated to DEF as its retail service territory and labeled as "DEF" on the map contained in Exhibit A.

Section 1.4: Point of Use. As used herein, the term "Point of Use" will mean the location within the Territorial Area of a Party where a customer's end-use facilities consume electricity, wherein such Party will be entitled to provide retail electric service

under this Agreement, irrespective of where the customer's point of delivery or metering is located.

Section 1.5: New Customers. As used herein, the term "New Customers" will mean all customers applying for retail electric service after the Effective Date of this Agreement at a Point of Use in the Territorial Area of either Party.

Section 1.6: Extra-Territorial Customers. As used herein, the term "Extra-Territorial Customers" will mean: (a) those customers served by either Party on the Effective Date of the Existing Agreement who are located within the Territorial Area of the other Party established by such Existing Agreement, and (b) those customers, other than Temporary Service Customers, served by either Party on the Effective Date of this Agreement who are located within the Territorial Area of the other Party due to modifications of the Territorial Boundary Lines established herein.

Section 1.7: Temporary Service Customers. As used herein, the term "Temporary Service Customers" will mean customers who are being temporarily served under the temporary service provisions of the Existing Agreement.

Section 1.8: Effective Date. As used herein, the term "Effective Date" will mean the date on which the final Order of the Commission granting approval of this Agreement in its entirety becomes no longer subject to judicial review.

ARTICLE II

RETAIL ELECTRIC SERVICE

Section 2.1: In General. Except as otherwise specifically provided herein, BARTOW will have the exclusive authority to furnish retail electric service within the BARTOW Territorial Area and DEF will have the exclusive authority to furnish retail electric service in the DEF Territorial Area. The Territorial Boundary Line will not be altered or affected by any change that may occur in the corporate limits of any municipality or county through annexation or otherwise unless such change is agreed to in writing by the Parties and approved by the Commission.

Section 2.2: Service to New Customers. The Parties agree that neither of them will knowingly serve nor attempt to serve any New Customer whose Point of Use is located within the Territorial Area of the other Party, except as specifically provided in Sections 2.3 and 4.4, below.

Section 2.3: Temporary Service. The Parties recognize that, in exceptional circumstances, economic constraints or good engineering practices may indicate that a New Customer's Point of Use either cannot or should not be immediately served by the Party in whose Territorial Area such Point of Use is located. In such instances, upon written request by the Party in whose Territorial Area the New Customer's Point of Use is located, the other Party may, in its sole discretion, agree in writing, to temporarily provide service to such New Customer. Prior to the commencement of temporary service, the Party providing such service will inform the New Customer of the temporary nature

of its service and that the other Party will ultimately serve the New Customer. Any such agreement for temporary service which lasts, or is anticipated to last, for more than one (1) year will be submitted to the Commission for approval in accordance with Section 5.1 hereof. Such temporary service will be discontinued upon written notice from the requesting Party of its intent to provide service, which the Parties will coordinate to minimize any inconvenience to the customer. In conjunction with such discontinuance, the Party providing temporary service hereunder will be compensated by the requesting Party in accordance with Section 3.5 for its distribution facilities used exclusively to provide such service, which the other Party may elect to acquire, but the other Party will not be entitled to compensation for any loss of revenues for the period during which such temporary service is provided.

Section 2.4: Referral of Service Request. In the event that a prospective New Customer requests or applies for service from either Party to be provided to a Point of Use located in the Territorial Area of the other Party, the Party receiving the request or application will advise the prospective New Customer that such service is not permitted under this Agreement and will refer the prospective New Customer to the other Party.

Section 2.5: 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's Point of Use located within the Territorial Area of the other Party, service to such customer by the other Party will be established at the earliest practical time, but in any event within 12 months of the date the inadvertent

service error was discovered. Until service by the other Party can be reasonably established, the inadvertent service will be deemed to be temporary service provided and governed in accordance with Section 2.3 above.

ARTICLE III

TRANSFER OF CUSTOMERS AND FACILITIES

Section 3.1: In General. In this Agreement, two (2) commercial customers are being transferred from DEF to BARTOW when it is operationally feasible for BARTOW to serve these customers, but no later than 12 months after the approval of the Agreement by the Commission. No customers are being transferred from BARTOW to DEF. It is the intent of the Parties that all customers of either Party will be served by the Party in whose Territorial Area they are located at the earliest practicable time.

In accordance with Rule 25-6.0440(1)(d), F.A.C., the affected customers subject to transfer have been sent written notification of this proposed Agreement and the transfer provisions described above. Sample copies of the letters providing such notification are attached as Exhibit C.

In the event that circumstances arise during the term of this Agreement in which the Parties agree that, based on sound economic considerations or good engineering practices, an area located in the Territorial Area of one Party would be better served if reallocated to the service territory of the other Party, the Parties will jointly petition the Commission for approval of a modification of the Territorial Boundary line that places the area in question (the "Reallocated Area") within the

Territorial Area of the other Party and transfer of the customers located in the Reallocated Area to the other Party.

Section 3.2: Transfer of Extra-Territorial Customers. The Extra-Territorial Customers currently served by DEF and subject to transfer to BARTOW pursuant to this Agreement are listed by account number or other identifying factor, and by the service address in Exhibit B hereto.

Section 3.3: Compensation of Related Service Facilities. In conjunction with the transfer of Extra-Territorial Customers pursuant to Section 3.2 above, the receiving Party may elect to purchase the electric distribution facilities of the transferring Party used exclusively for providing electric service to the transferred customers. The receiving Party will compensate the transferring Party for the electric distribution facilities for an amount based upon the replacement cost (new), less depreciation calculated on a straight line basis over the life of the asset (facility) as determined from the transferring Party's books and records. The replacement cost will be determined by applying a cost calculator such as the Handy Whitman index or a common engineering cost estimation methodology to the original cost, as long as both Parties apply the same estimation method.

Section 3.4: Transfer Segment Closings. The Parties will mutually agree on a closing date for each transfer segment, allowing sufficient time for the Parties to identify the customers and facilities to be transferred; to determine the compensation for transferred facilities; and to prepare the appropriate closing statements, assignments, and other instruments to transfer and convey the transferring Party's interest in the electric distribution facilities to the receiving Party pursuant to Section 3.3 above. At the closing, the

receiving Party will pay the transferring Party the compensation due it, and the transferring Party will execute and deliver to the receiving Party the assignments and other instruments referred to above.

ARTICLE IV

OPERATION AND MAINTENANCE

Section 4.1: Facilities to Remain. Other than as expressly provided for herein, no generating plant, transmission line, substation, distribution line, or related equipment will be subject to transfer or removal hereunder; provided, however, that each Party will operate and maintain its lines and facilities in a manner that minimizes any interference with the operations of the other Party. To facilitate this objective, in the event either Party intends to construct, locate, or relocate its distribution facilities in or directly adjacent to the Territorial Area of the other Party, such Party will notify the other Party in writing at least fourteen (14) days prior to commencement of such intended action.

Section 4.2: BARTOW Facilities to be Served. Nothing herein will be construed to prevent or in any way inhibit the right and authority of BARTOW to serve any BARTOW facility located in the DEF Territorial Area which is used exclusively in connection with BARTOW's business as an electric utility; provided, however, that BARTOW will construct, operate, and maintain said lines and facilities in such manner as to minimize any interference with the operation of DEF in the DEF Territorial Area, including notice to DEFDEF pursuant to Section 4.1.

Section 4.3: DEF Facilities to be Served. Nothing herein will be construed to prevent or in any way inhibit the right and authority of DEF to serve any DEF facility located in the

BARTOW Territorial Area which is used exclusively in connection with DEF business as an electric utility; provided, however, that DEF will construct, operate, and maintain said lines and facilities in such manner as to minimize any interference with the operation of BARTOW in the BARTOW Territorial Area, including notice to BARTOW pursuant to Section 4.1.

ARTICLE V

PREREQUISITE APPROVAL

Section 5.1: Commission Approval. The Parties and the provisions and performance of this Agreement are subject to the regulatory authority of the Commission, and appropriate approval by the Commission of the provisions of this Agreement will be a condition precedent to the validity, enforceability, and applicability hereof. This Agreement will have no effect whatsoever until Commission approval has been obtained. Any proposed modification to this Agreement, whether proposed jointly or by either Party, will be submitted to the Commission for consideration and approval prior to becoming effective. In addition, either Party may petition the Commission to resolve any dispute concerning the provisions of this Agreement or the Parties' performance hereunder.

Section 5.2: Liability in the Event of Disapproval. In the event approval of the Commission pursuant to Section 5.1 is not obtained, neither Party will have any claim against the other arising under this Agreement.

Section 5.3: Supersedes Prior Agreements. Upon approval by the Commission, this Agreement will be deemed to specifically supersede any prior agreement between the Parties regarding their respective retail service areas in Polk County.

ARTICLE VI

DURATION

Section 6.1: Term. This Agreement will continue and remain in effect for a period of 30 years from the Effective Date as set forth in the final Order of the Commission granting approval of this Agreement. After expiration of the 30 year term provided herein, this Agreement will remain in effect thereafter unless either Party provides written notice of Termination at least 12 months prior to the termination of the agreement as contemplated by Section 8.3.

ARTICLE VII

CONSTRUCTION OF AGREEMENT

Section 7.1: Other Electric Utilities. Nothing in this Agreement will restrict or affect in any manner the right of either Party to establish its retail service area with respect to any other electric utility. The Parties understand that BARTOW or DEF may, from time to time and subject to Commission approval, enter into territorial agreements with other electric utilities that have adjacent or overlapping service areas and that, in such event, nothing herein will be construed to prevent BARTOW or DEF

from designating any portion of its Territorial Area under this Agreement as the retail service area of such other electric utility.

Section 7.2: Intent and Interpretation. It is hereby declared to be the purpose and intent of the Parties that this Agreement will be interpreted and construed, among other things, to further this State's policy of actively regulating and supervising the service territories of electric utilities; supervising the planning, development, and maintenance of a coordinated electric power grid throughout Florida; avoiding uneconomic duplication of generation, transmission, and distribution facilities; and encouraging the installation and maintenance of facilities necessary to fulfill the Parties' respective obligations to serve.

ARTICLE VIII

MISCELLANEOUS


Section 8.1: Negotiations. Whatever terms or conditions may have been discussed during the negotiations leading up to the execution of this Agreement, the only terms and conditions agreed upon are those set forth herein, and no alteration, modification, enlargement, or supplement to this Agreement will be binding upon either of the Parties unless agreed to in writing by both Parties and approved by the Commission.

Section 8.2: Successors and Assigns. Nothing in this Agreement expressed or implied is intended or will 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 hereof; and all of the provisions, representations, covenants and conditions herein contained will inure to the sole benefit of and will be binding only upon the Parties and their respective representatives, successors, and assigns.

Section 8.3: Notices. Notices and other written communications contemplated by this Agreement will be deemed to have been given if sent by certified mail, postage prepaid, by prepaid private courier, or by confirmed facsimile transmittal, as follows:

To BARTOW:



George A. Long, City Manager
City of BARTOW, Florida
450 North Wilson Avenue
BARTOW, Florida 33830
Fax: 863-534-0114

To DEF:



Alex Glenn, State President
Duke Energy Florida, LLC
P.O. Box 14042
St. Petersburg, Florida 33733
Fax: 727-820-5044

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

Section 8.4: Public Records Law. DEF acknowledges BARTOW's obligations under Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. DEF acknowledges that BARTOW is required to comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

Section 8.5: Statutory Liability Cap. Nothing herein is intended to act as a waiver of BARTOW's sovereign immunity or the limits of liability set forth in §768.28 of the Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in triplicate in their respective corporate names and their corporate seals affixed by their duly authorized officers on the day and year first above written.

THE CITY OF BARTOW


ATTEST:

By  _____


Secretary Assistant City Clerk

DUKE ENERGY FLORIDA, LLC

ATTEST:

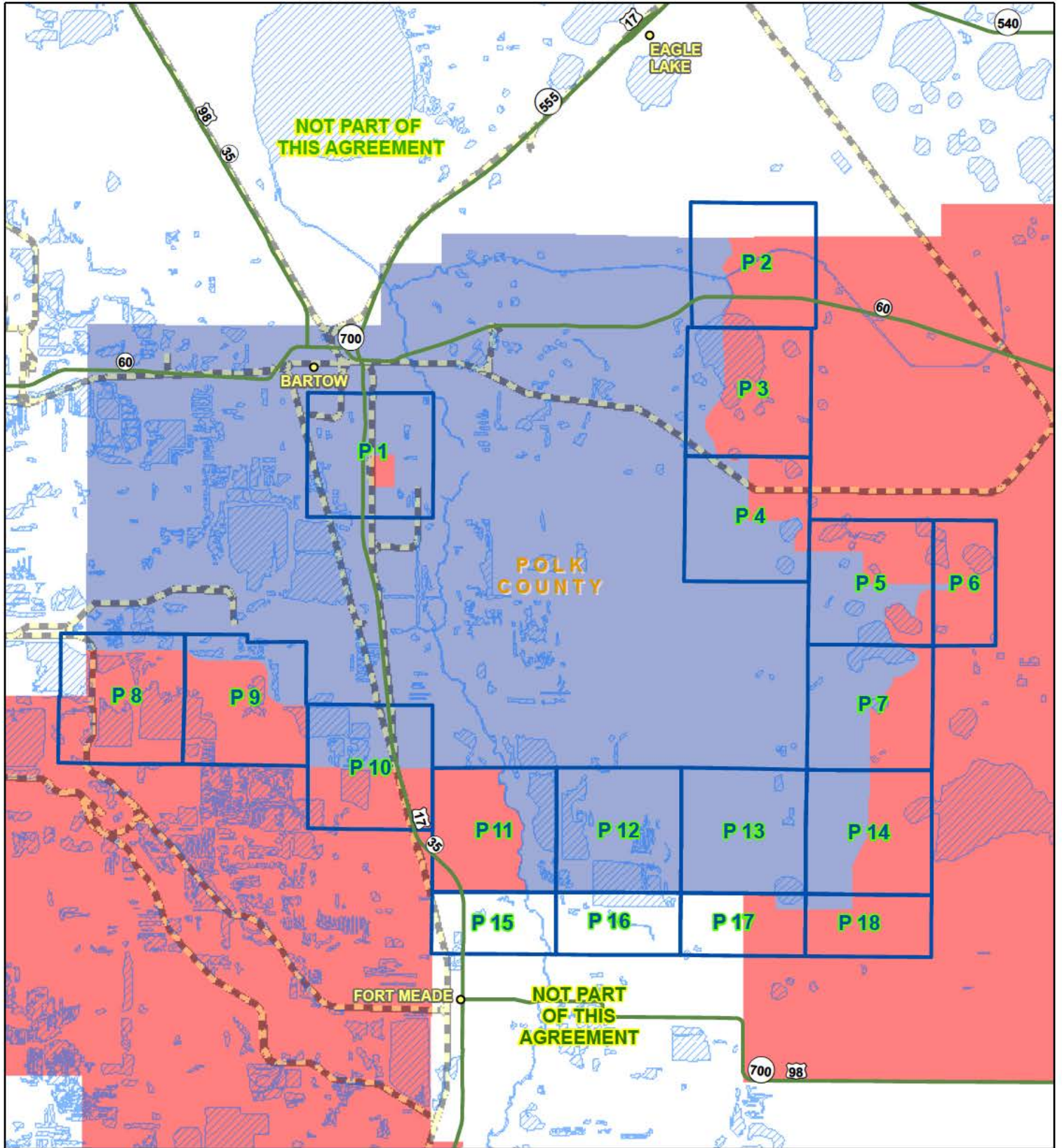
By  _____
President


Associate General Counsel

EXHIBIT A

**MAP DEPICTING THE TERRITORIAL BOUNDARY
LINES AND SERVICE TERRITORIES OF
THE CITY OF BARTOW AND
DUKE ENERGY FLORIDA**

**DUKE ENERGY - CITY OF BARTOW
TERRITORIAL AGREEMENT
POLK COUNTY
PAGE INDEX**

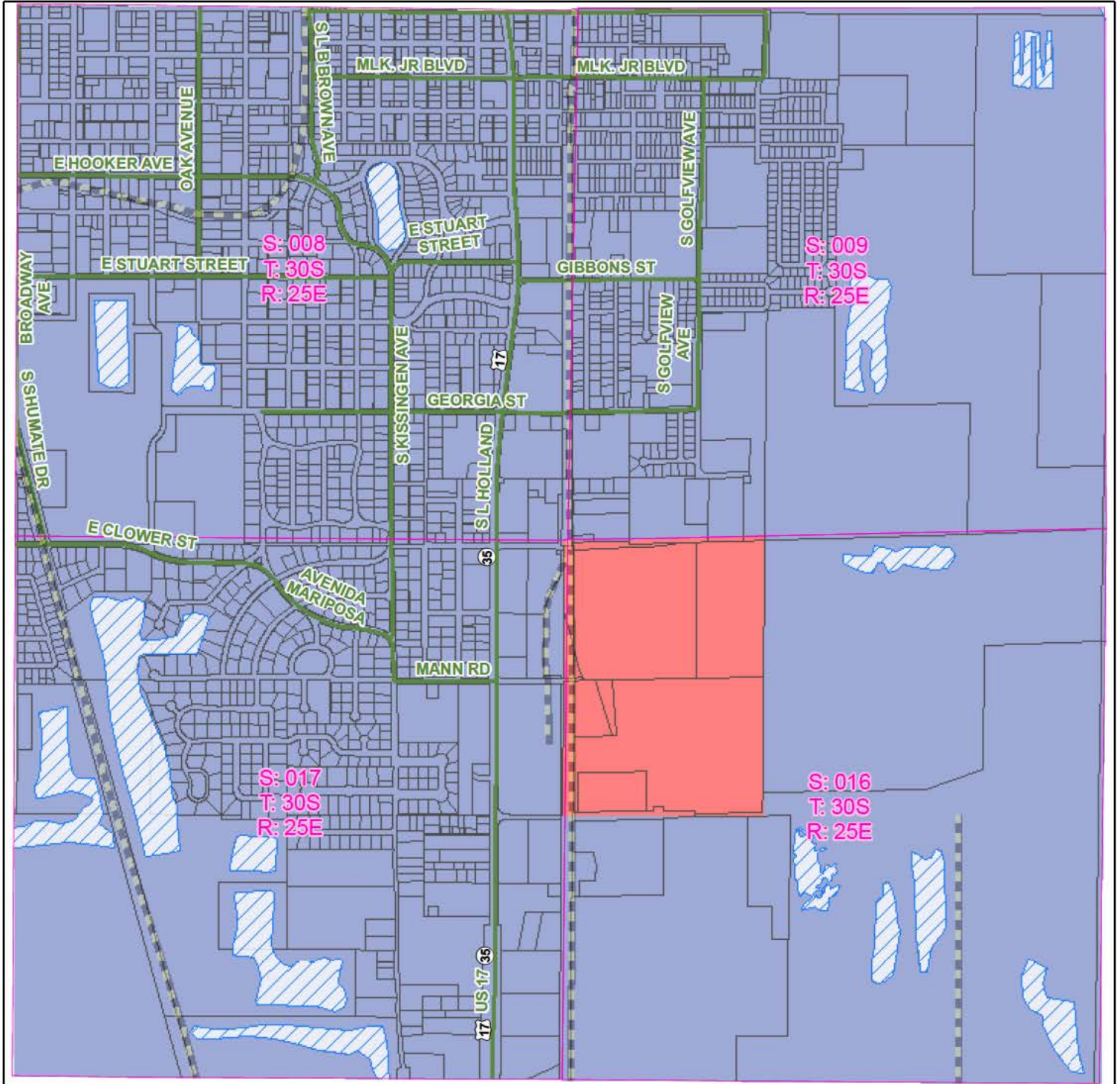


0 2.5 5 Miles

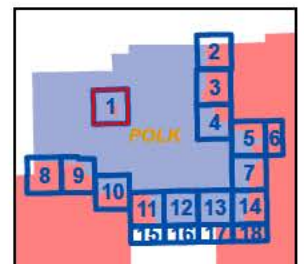
- City of Bartow
- Duke Energy
- Water
- Railroads
- Page
- County
- City and Place Names



DUKE ENERGY - CITY OF BARTOW TERRITORIAL AGREEMENT POLK COUNTY, FL

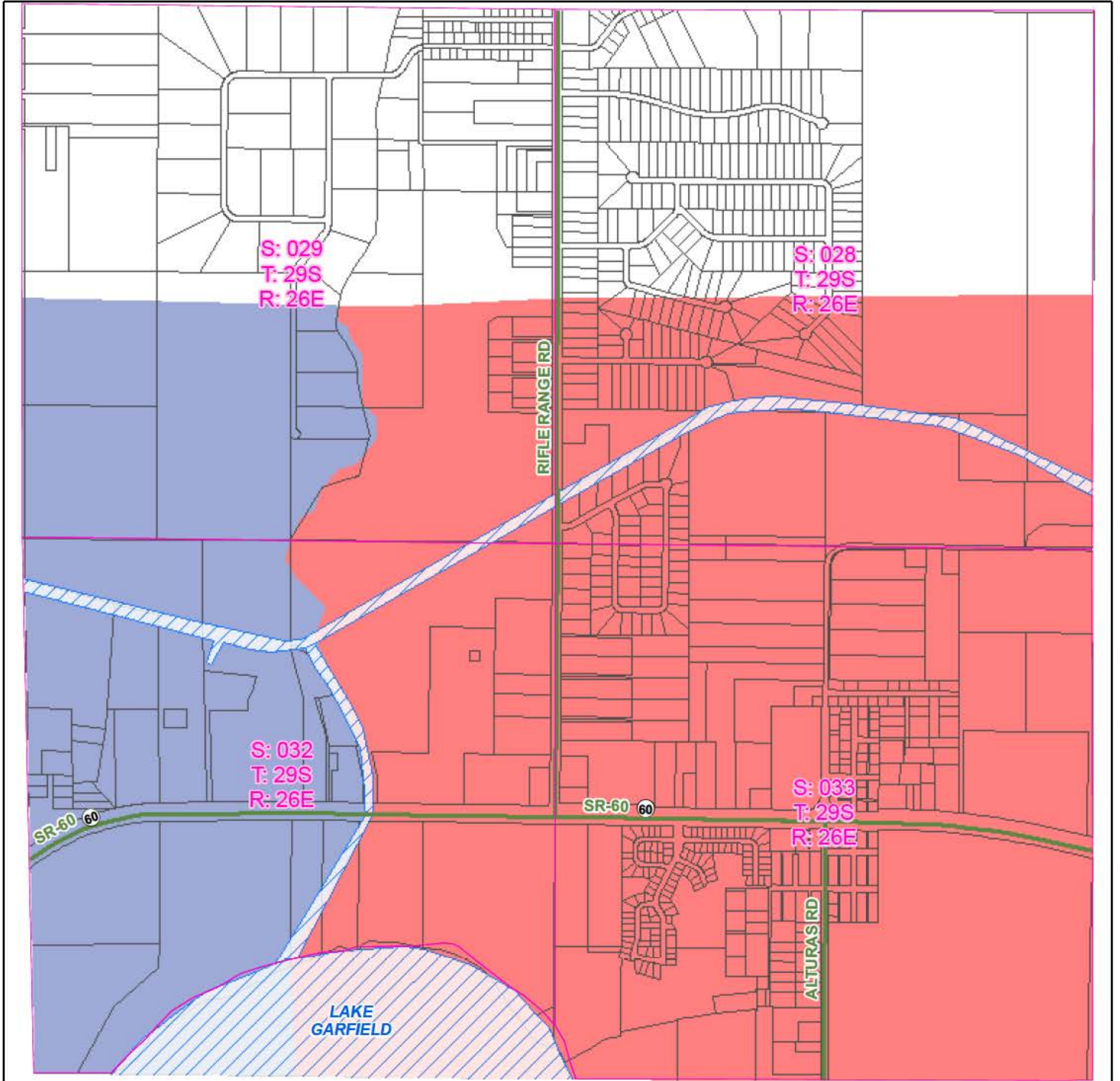


- City of Bartow
 S-T-R
 Major Roadways
 Parcel
 County
- Duke Energy
 Railroads
 Water
 City and Place Names



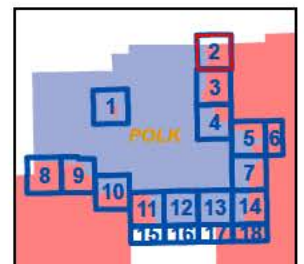
**DUKE ENERGY - CITY OF BARTOW
TERRITORIAL AGREEMENT
POLK COUNTY, FL**

Miles
0 0.5 1



See page 3

- City of Bartow S-T-R Major Roadways Parcel County
- Duke Energy Railroads Water City and Place Names

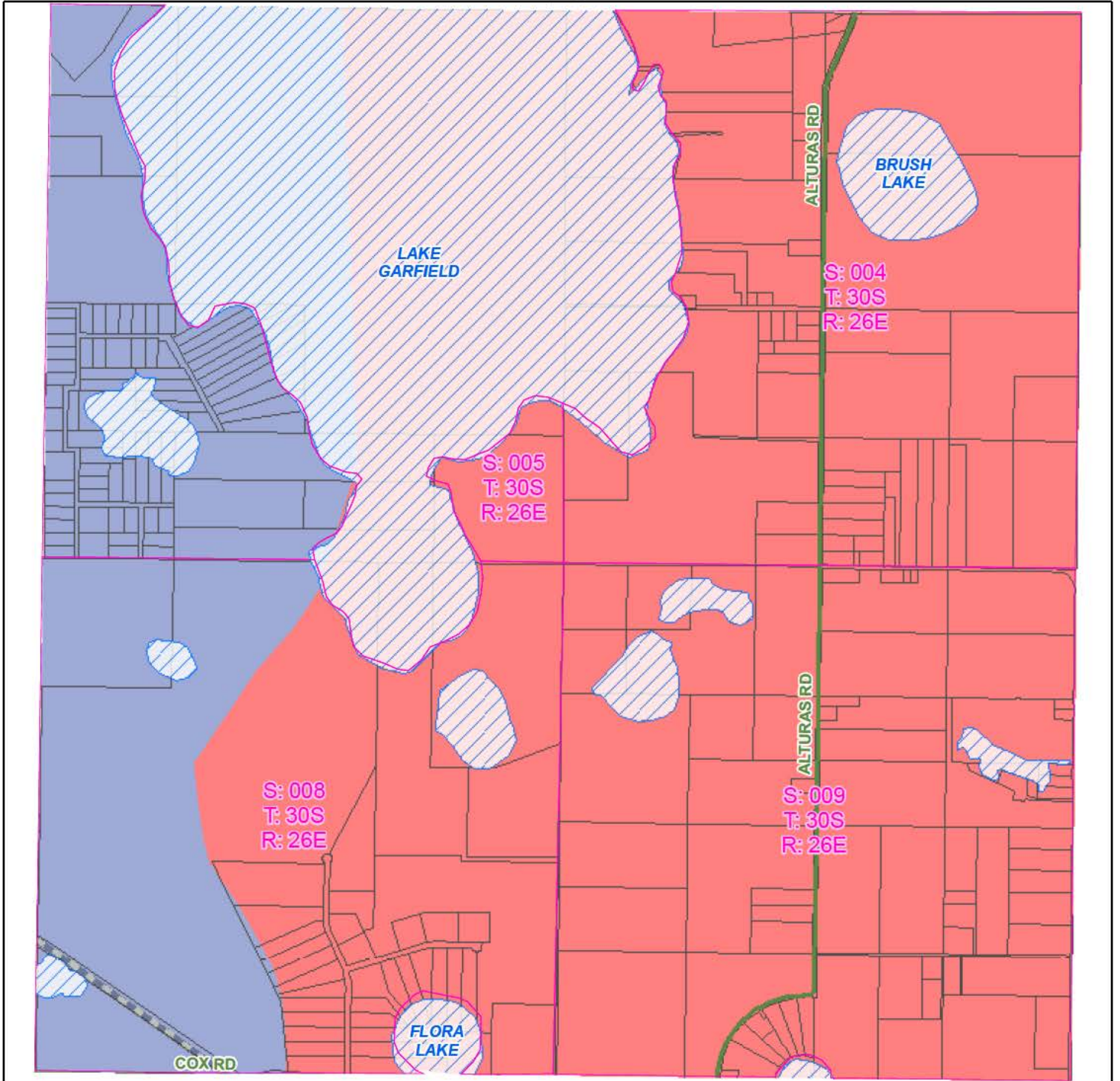


**DUKE ENERGY - CITY OF BARTOW
TERRITORIAL AGREEMENT
POLK COUNTY, FL**

Miles
1

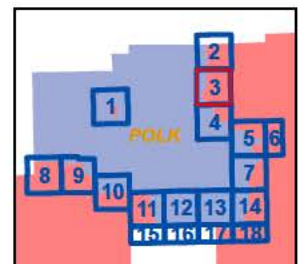
0 0.5 1

See page 2



See page 4

- City of Bartow
- Duke Energy
- S-T-R
- Major Roadways
- Railroads
- Parcel
- Water
- County
- City and Place Names

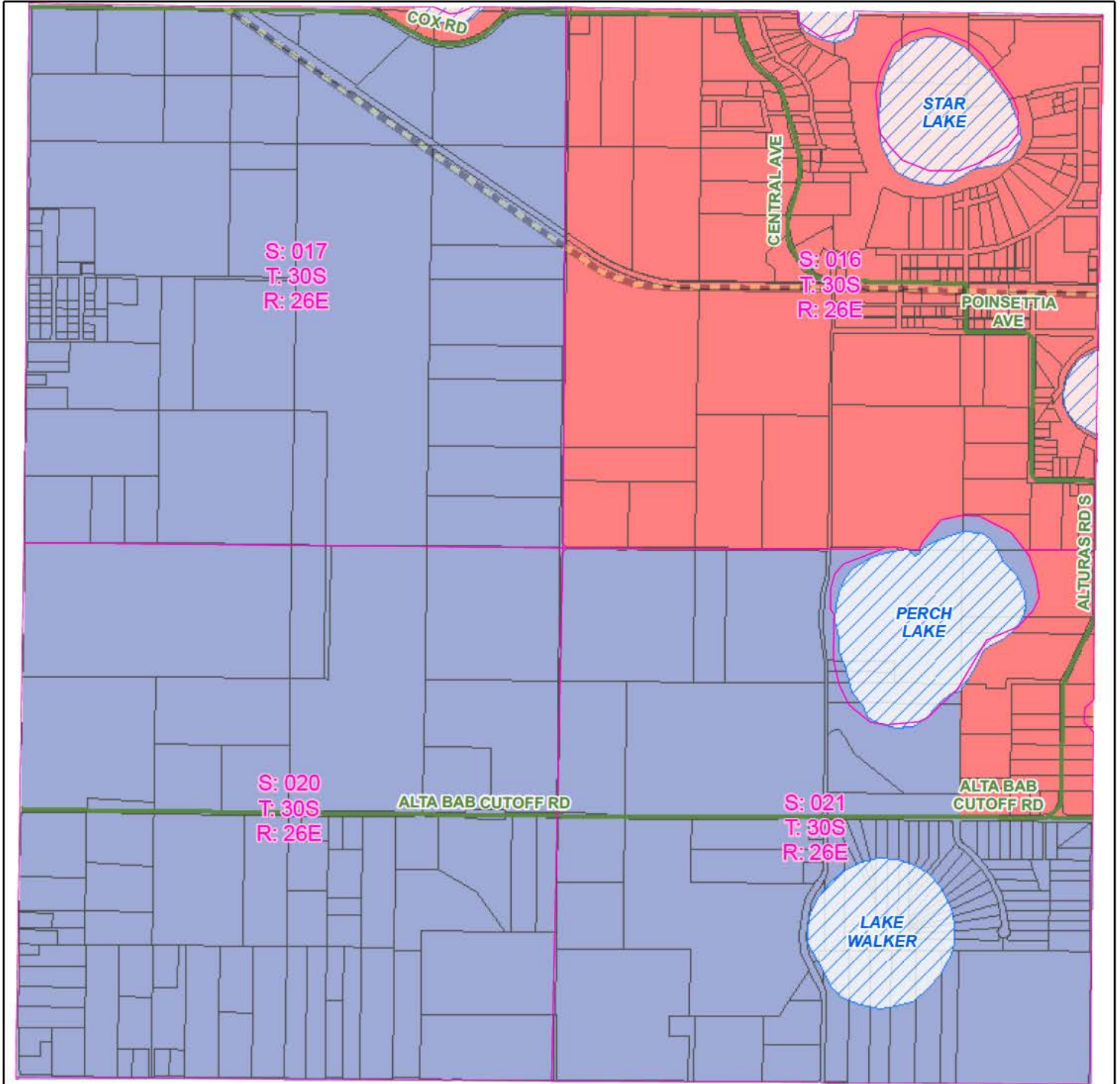


DUKE ENERGY - CITY OF BARTOW TERRITORIAL AGREEMENT POLK COUNTY, FL

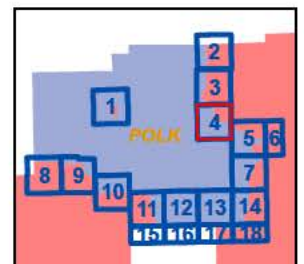
Miles
1

0 0.5 1

See page 3

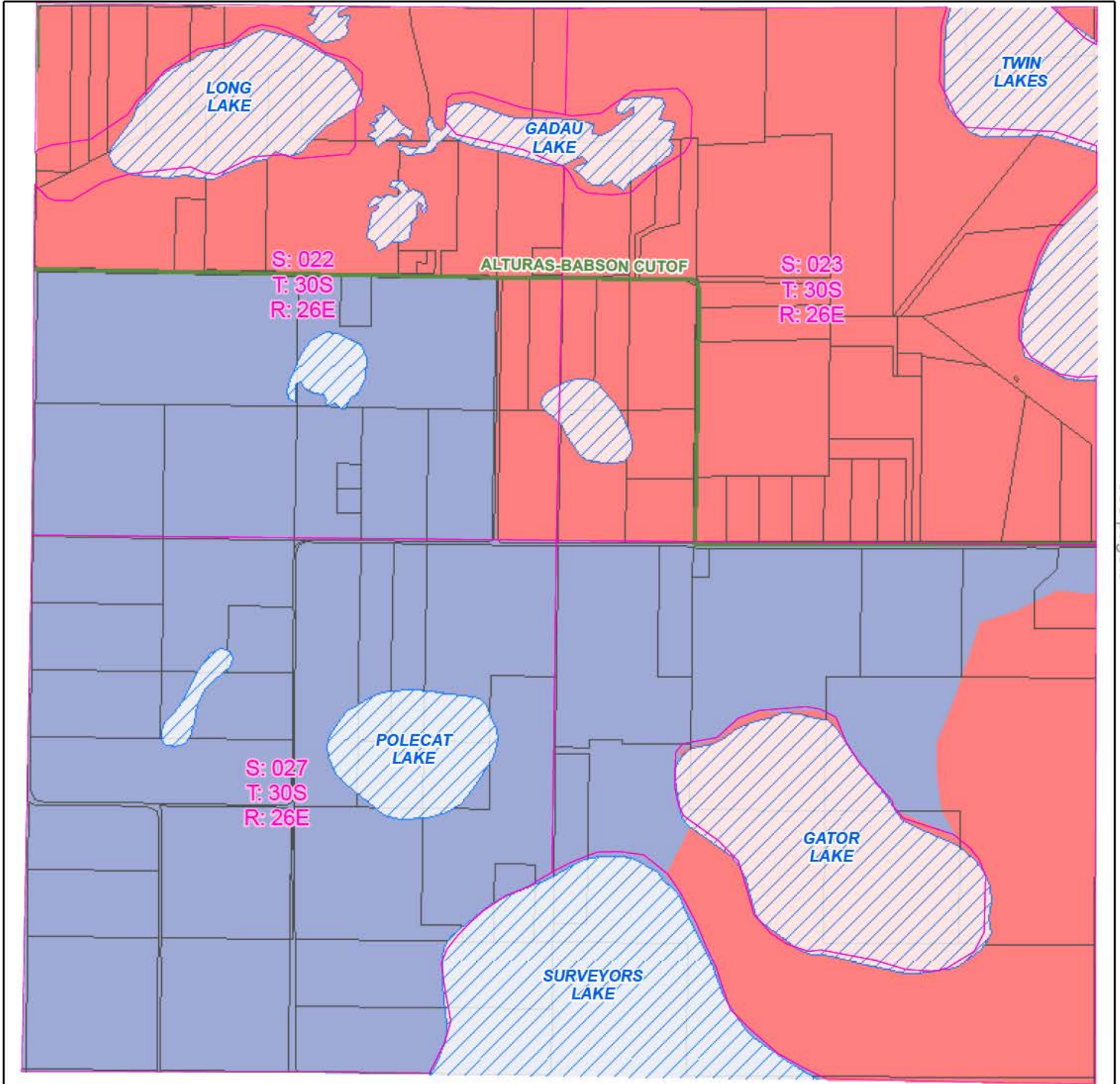


- City of Bartow
- Duke Energy
- S-T-R
- Major Roadways
- Railroads
- Parcel
- Water
- County
- City and Place Names



DUKE ENERGY - CITY OF BARTOW TERRITORIAL AGREEMENT POLK COUNTY, FL

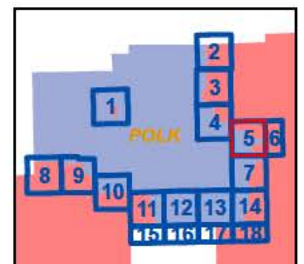
Miles
1



See page 6

See page 7

- City of Bartow
- Duke Energy
- S-T-R
- Major Roadways
- Railroads
- Parcel
- County
- Water
- City and Place Names

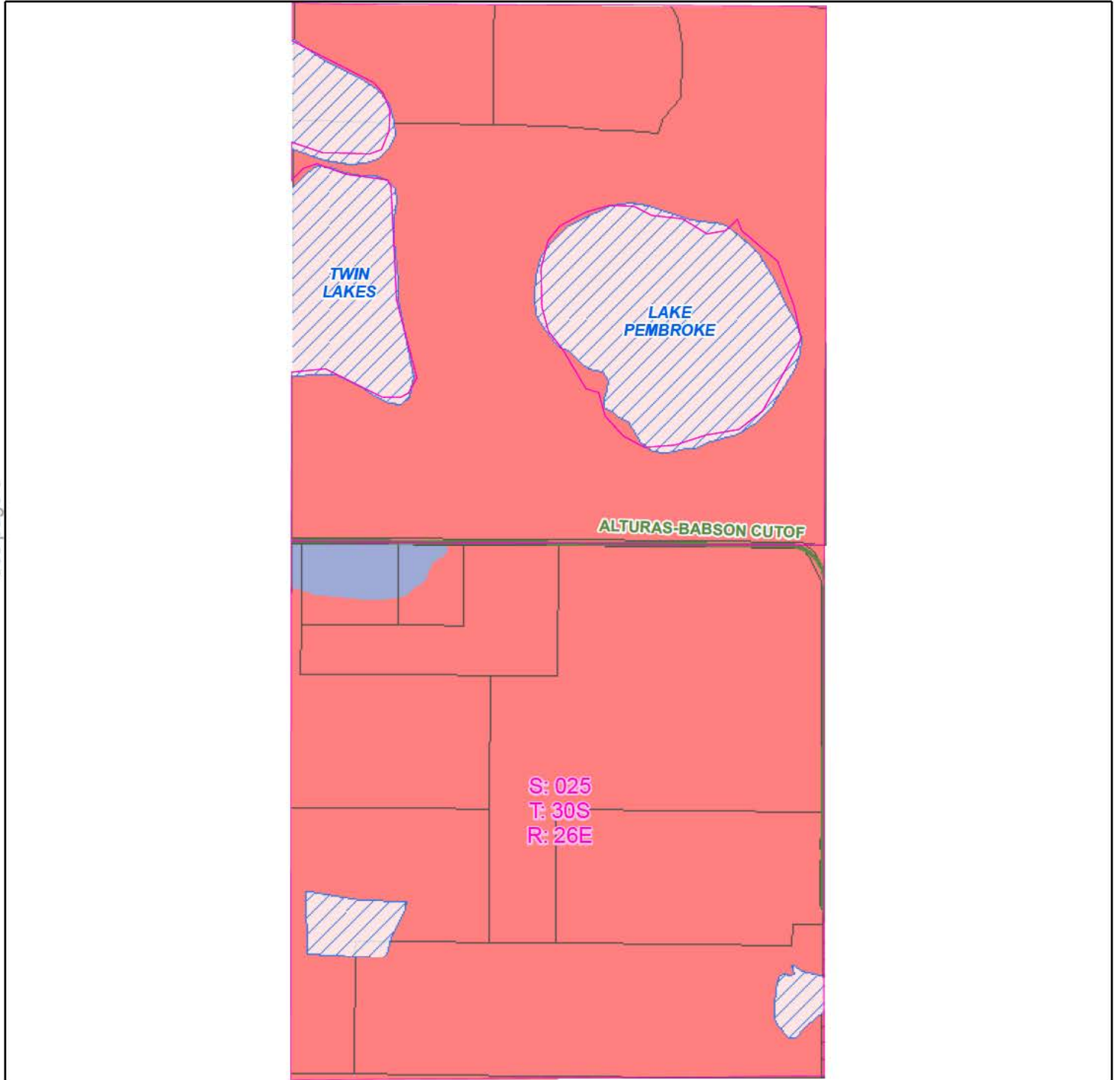


**DUKE ENERGY - CITY OF BARTOW
TERRITORIAL AGREEMENT
POLK COUNTY, FL**

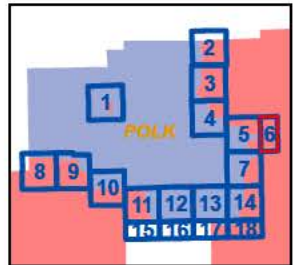
Miles



See page 5



- City of Bartow
- S-T-R
- Major Roadways
- Parcel
- County
- Duke Energy
- Railroads
- Water
- City and Place Names

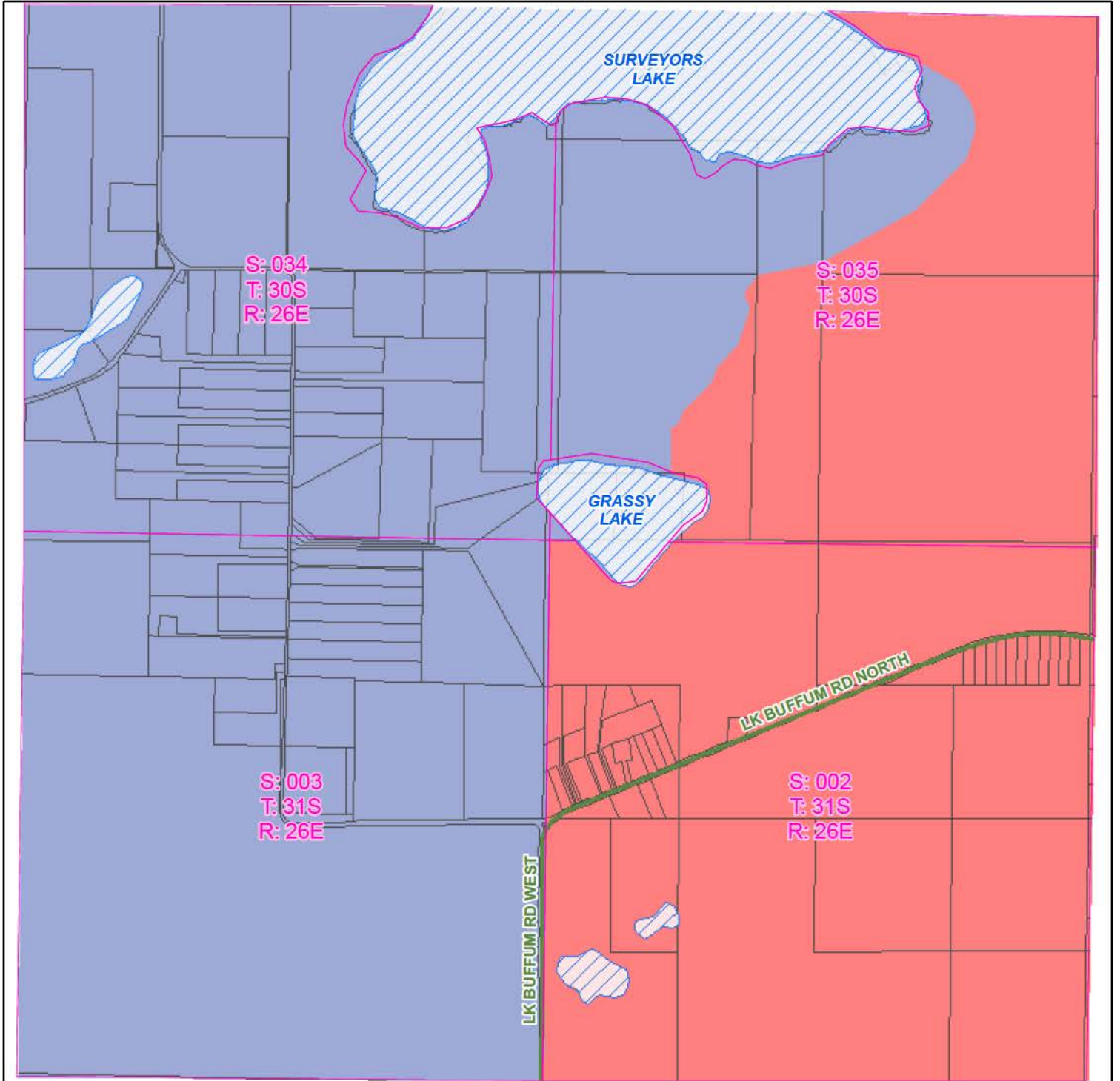


**DUKE ENERGY - CITY OF BARTOW
TERRITORIAL AGREEMENT
POLK COUNTY, FL**

Miles
1

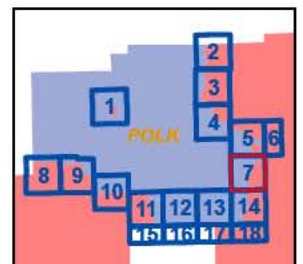
0 0.5 1

See page 5

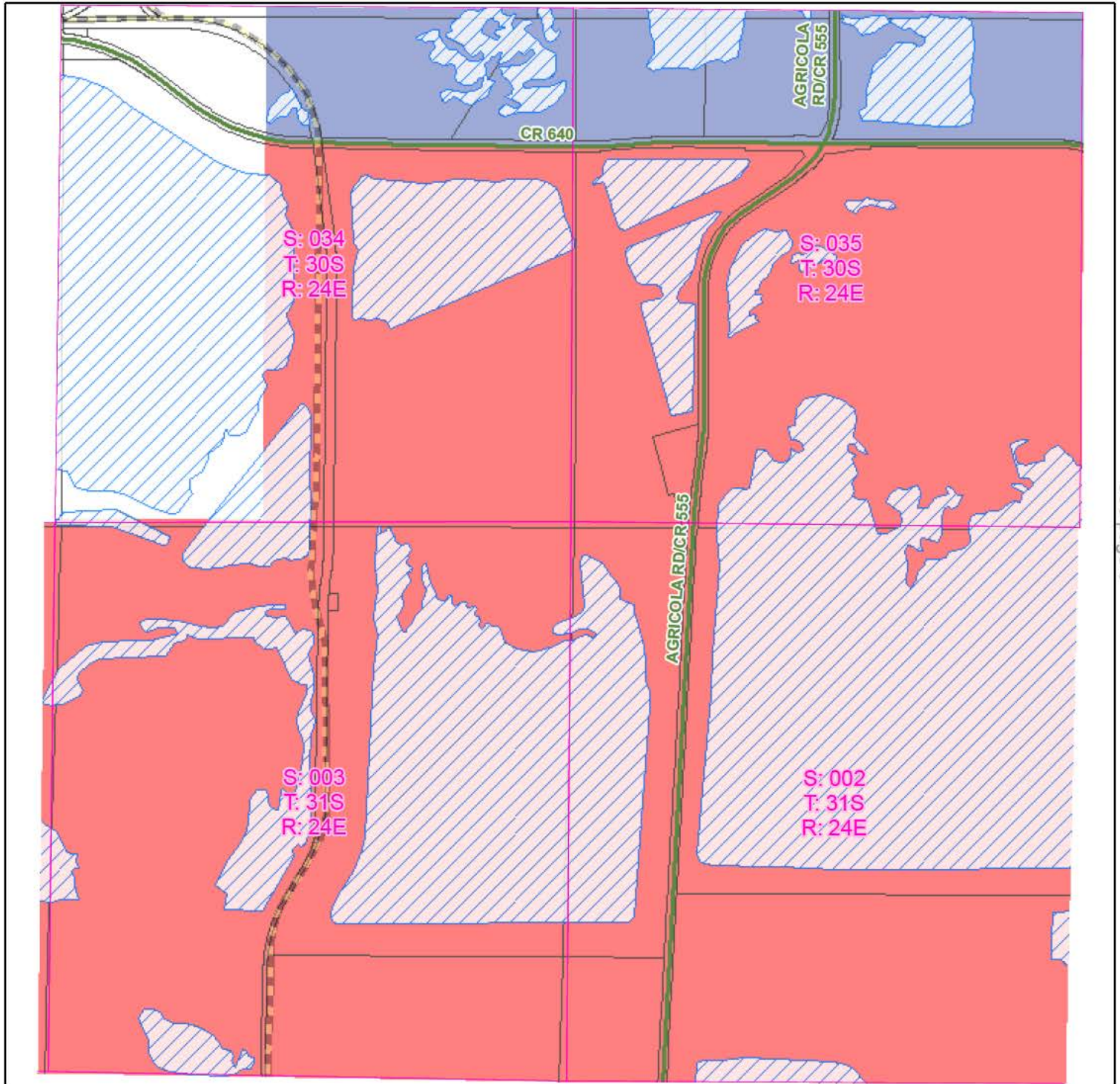


See page 14

- City of Bartow S-T-R Major Roadways Parcel County
- Duke Energy Railroads Water City and Place Names

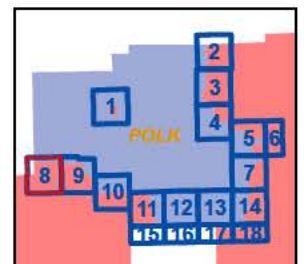


**DUKE ENERGY - CITY OF BARTOW
TERRITORIAL AGREEMENT
POLK COUNTY, FL**



See page 9

- City of Bartow
- Duke Energy
- S-T-R
- Major Roadways
- Railroads
- Parcel
- Water
- County
- City and Place Names

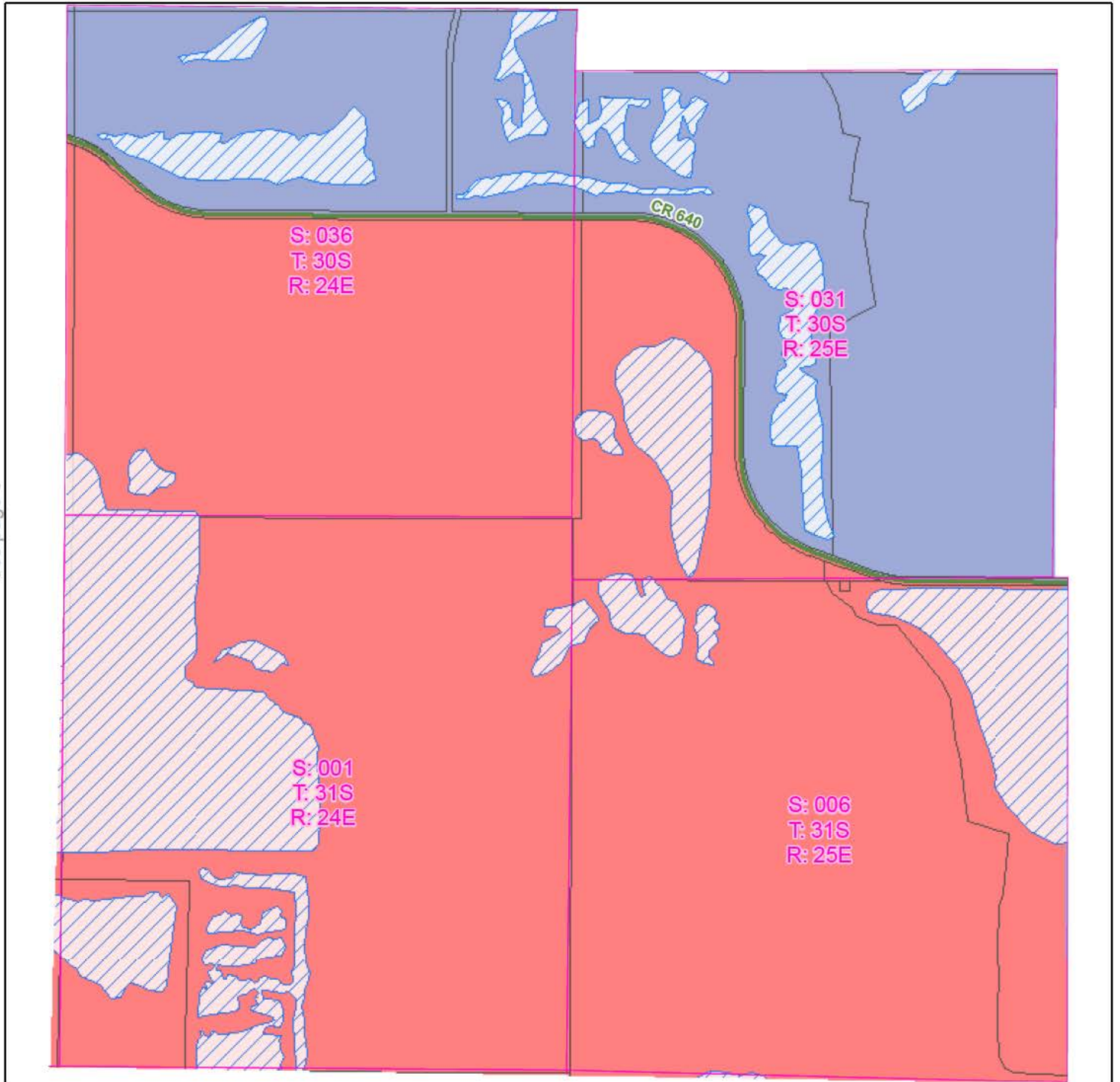


DUKE ENERGY - CITY OF BARTOW TERRITORIAL AGREEMENT POLK COUNTY, FL

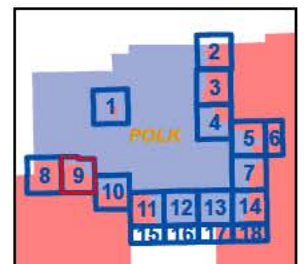
Miles



See page 8

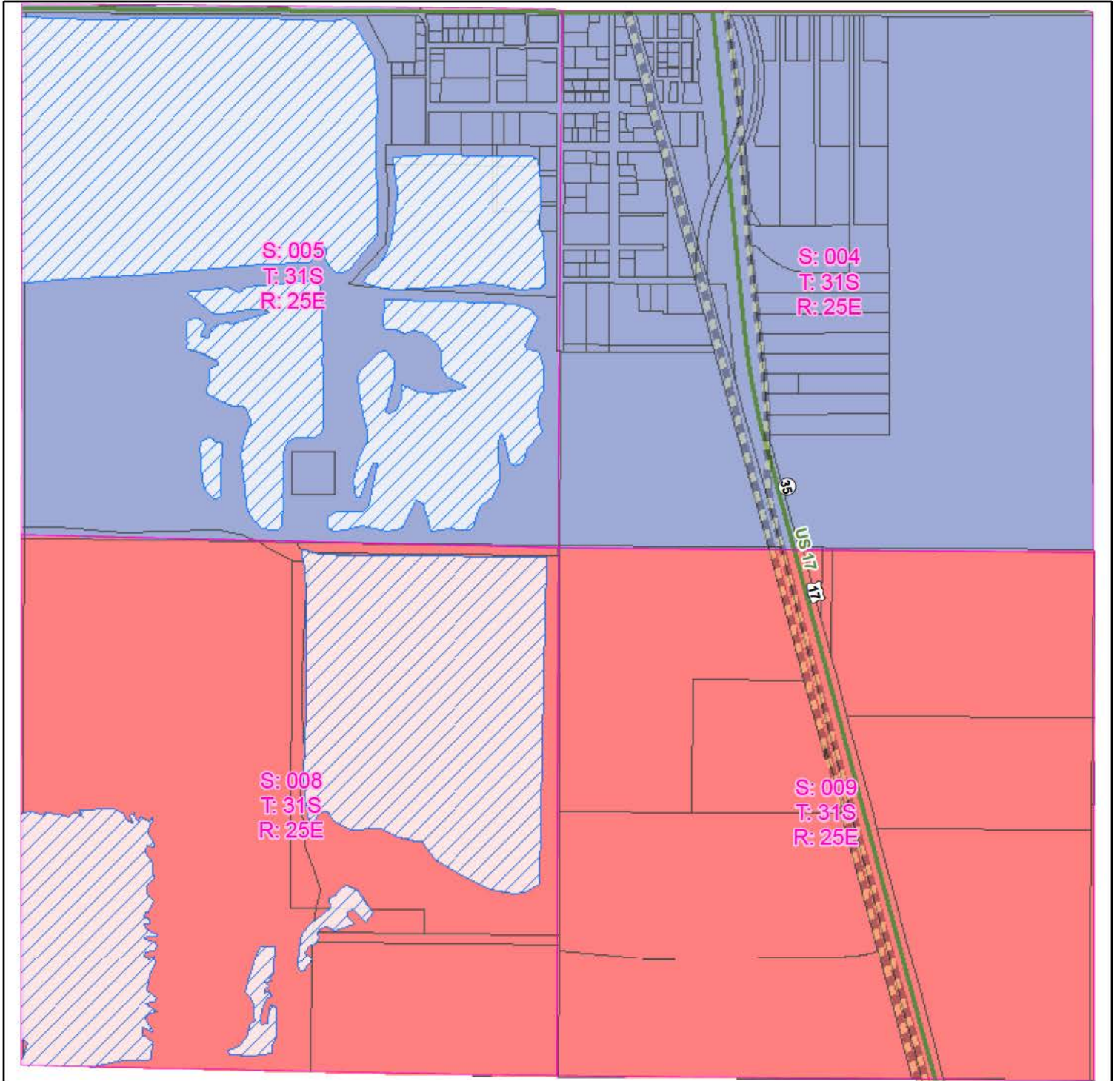


- City of Bartow
- Duke Energy
- S-T-R
- Major Roadways
- Railroads
- Parcel
- Water
- County
- City and Place Names

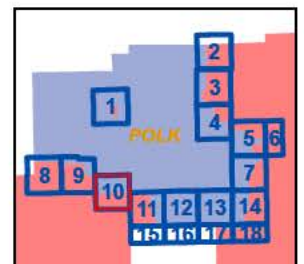


**DUKE ENERGY - CITY OF BARTOW
TERRITORIAL AGREEMENT
POLK COUNTY, FL**

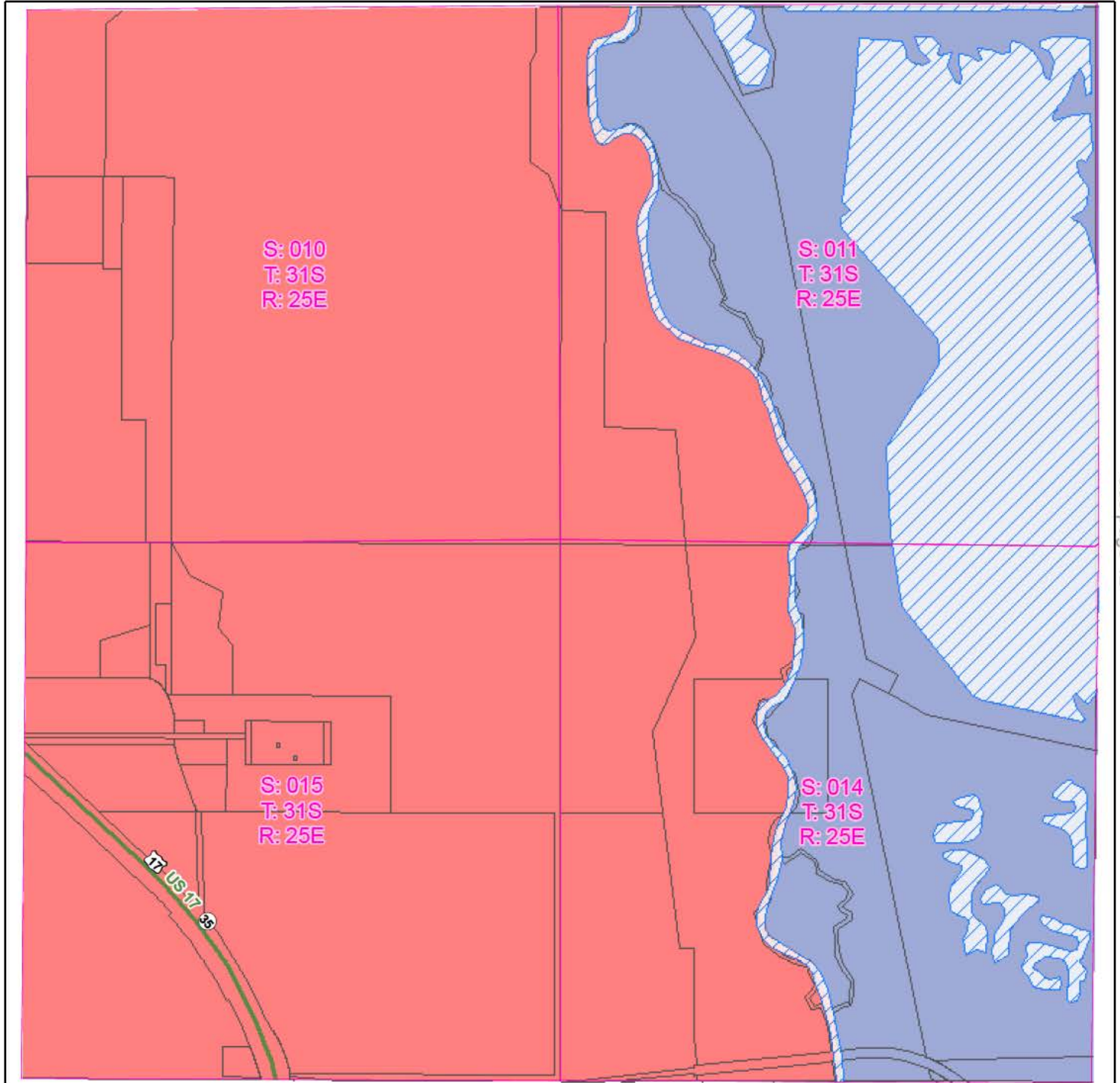
Miles
1



- City of Bartow S-T-R Major Roadways Parcel County
- Duke Energy Railroads Water City and Place Names



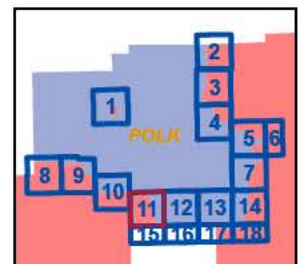
**DUKE ENERGY - CITY OF BARTOW
TERRITORIAL AGREEMENT
POLK COUNTY, FL**



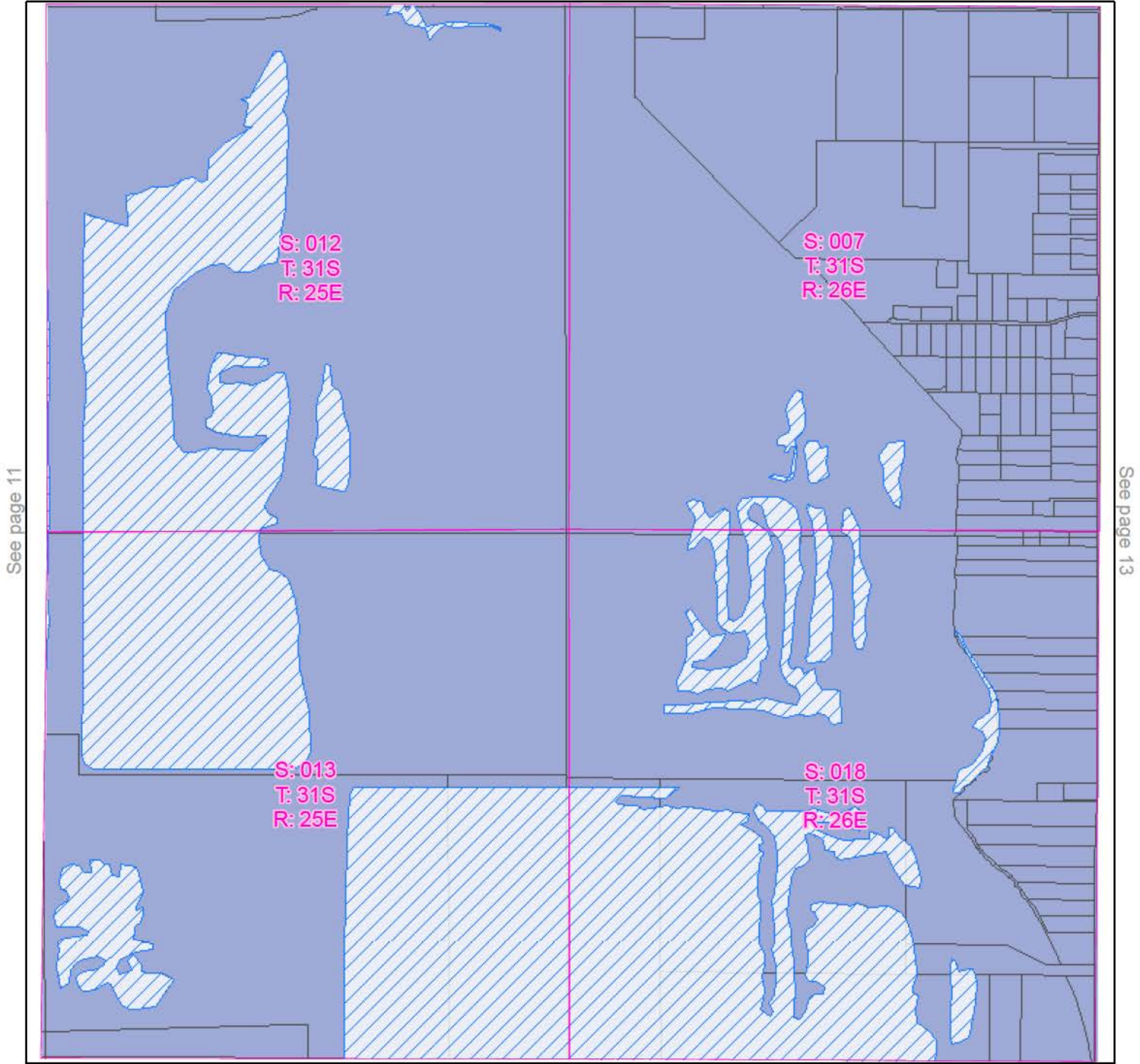
See page 12

See page 15

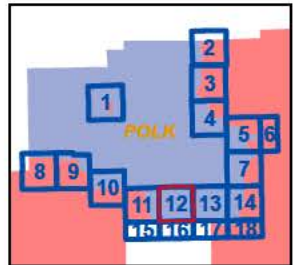
- City of Bartow
- S-T-R
- Major Roadways
- Parcel
- County
- Duke Energy
- Railroads
- Water
- City and Place Names



**DUKE ENERGY - CITY OF BARTOW
TERRITORIAL AGREEMENT
POLK COUNTY, FL**

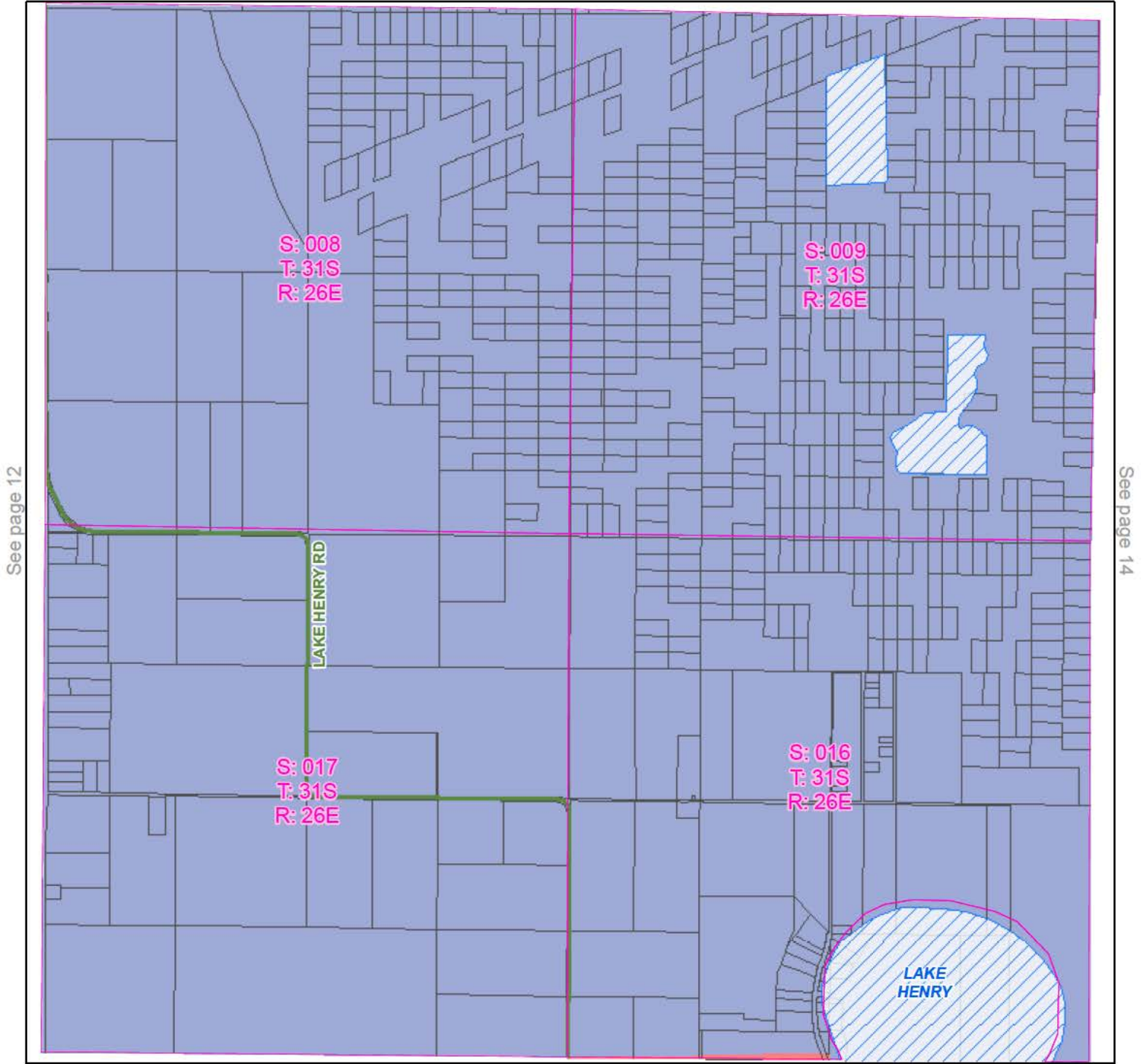


- City of Bartow
 S-T-R
 Major Roadways
 Parcel
 County
- Duke Energy
 Railroads
 Water
 City and Place Names



**DUKE ENERGY - CITY OF BARTOW
TERRITORIAL AGREEMENT
POLK COUNTY, FL**

Miles
1

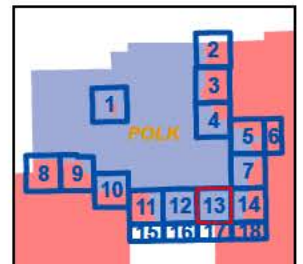


See page 12

See page 14

See page 17

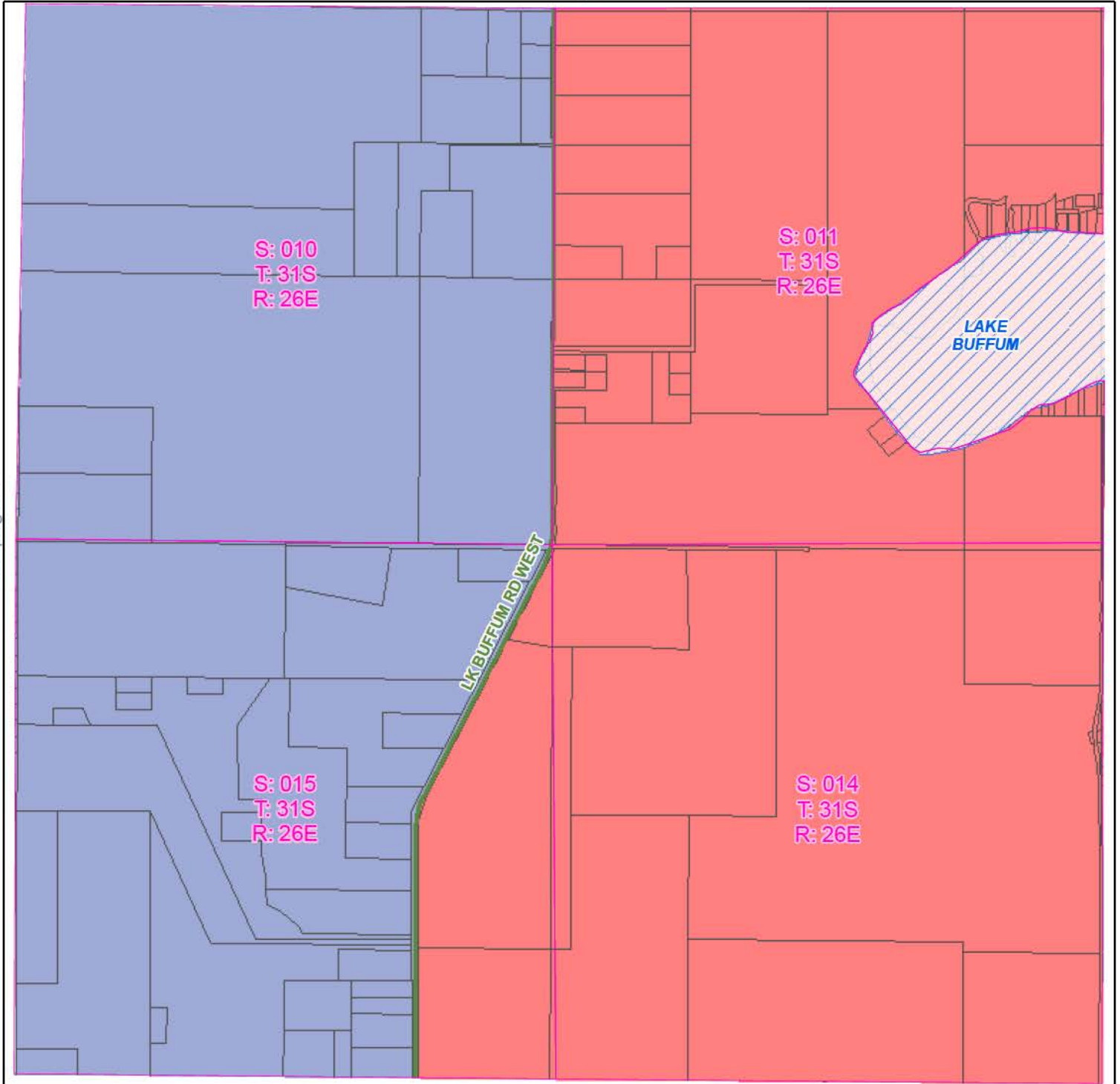
- City of Bartow
- S-T-R
- Major Roadways
- Parcel
- County
- Duke Energy
- Railroads
- Water
- City and Place Names



**DUKE ENERGY - CITY OF BARTOW
TERRITORIAL AGREEMENT
POLK COUNTY, FL**

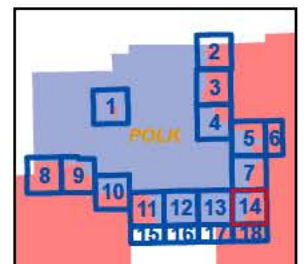
See page 7

See page 13



See page 18

- City of Bartow S-T-R Major Roadways Parcel County
- Duke Energy Railroads Water City and Place Names



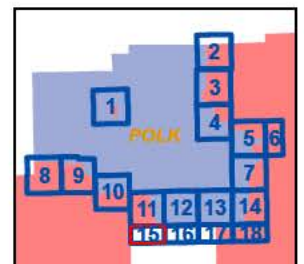
**DUKE ENERGY - CITY OF BARTOW
TERRITORIAL AGREEMENT
POLK COUNTY, FL**

See page 11



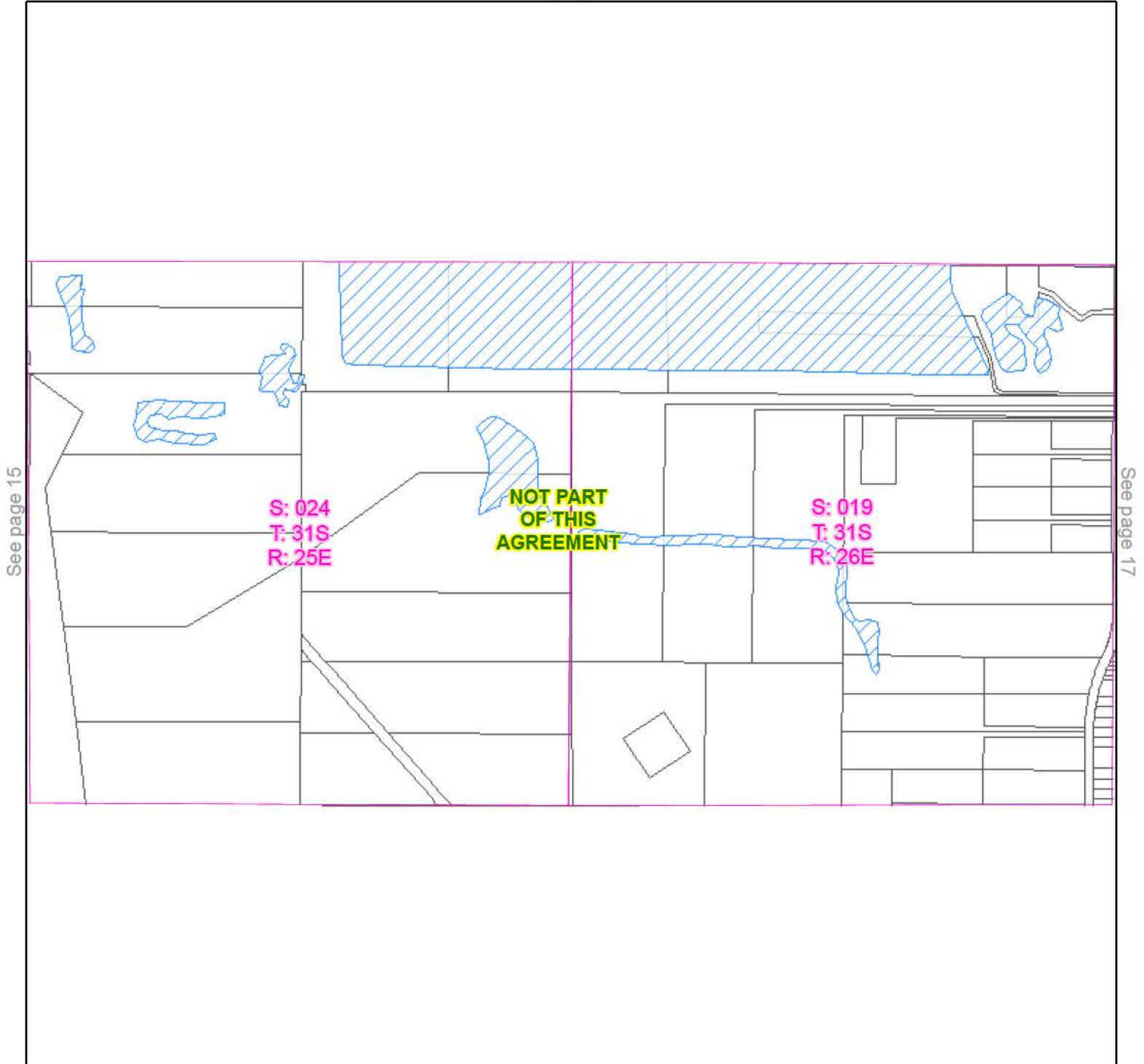
See page 16

- City of Bartow
 S-T-R
 Major Roadways
 Parcel
 County
- Duke Energy
 Railroads
 Water
 City and Place Names

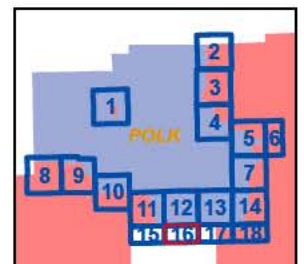


**DUKE ENERGY - CITY OF BARTOW
TERRITORIAL AGREEMENT
POLK COUNTY, FL**

See page 12

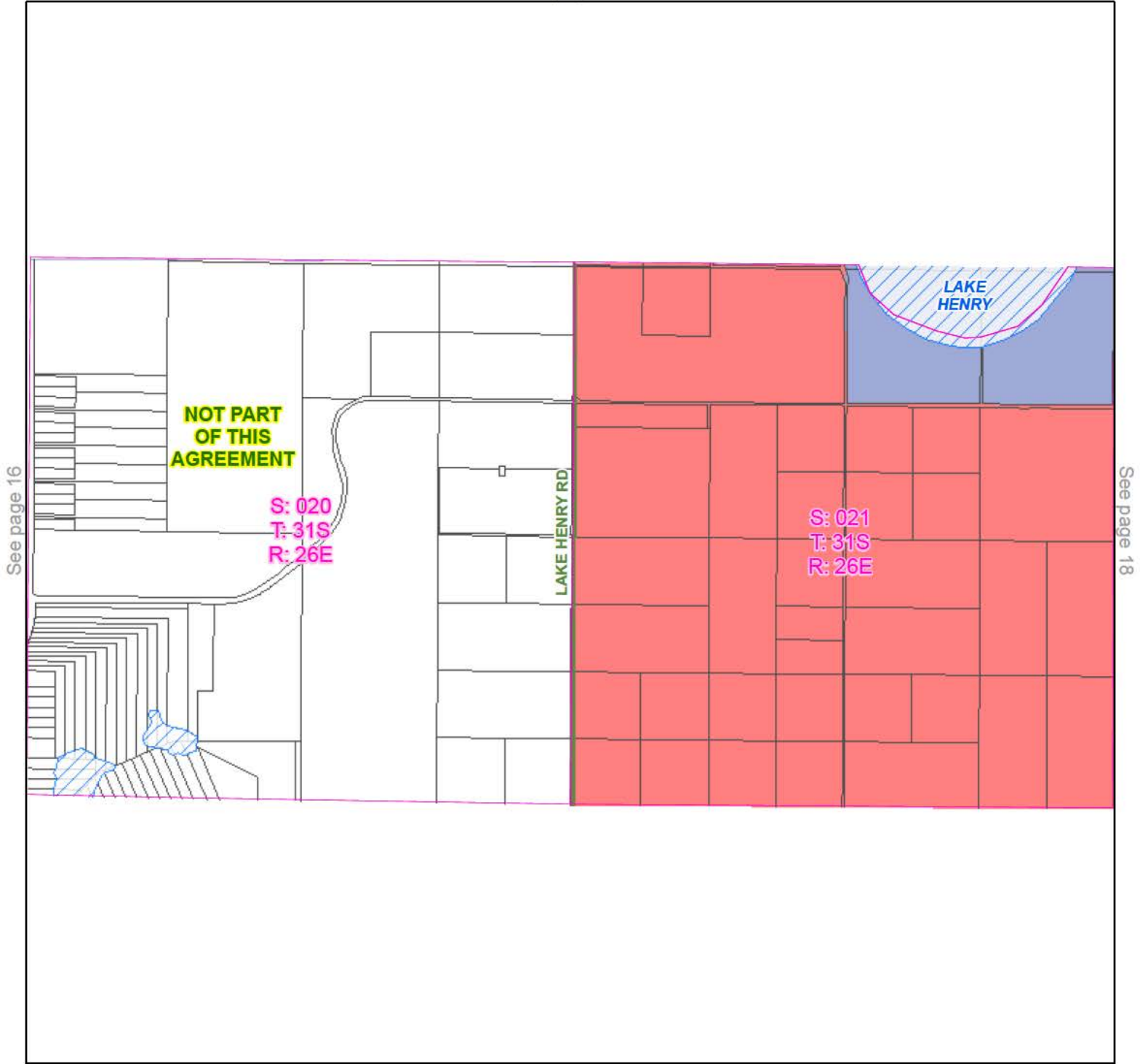


- City of Bartow
 S-T-R
 Major Roadways
 Parcel
 County
- Duke Energy
 Railroads
 Water
 City and Place Names

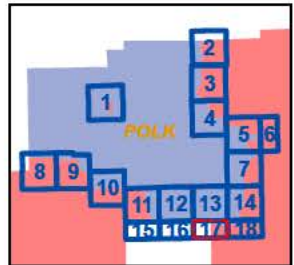


**DUKE ENERGY - CITY OF BARTOW
TERRITORIAL AGREEMENT
POLK COUNTY, FL**

See page 13



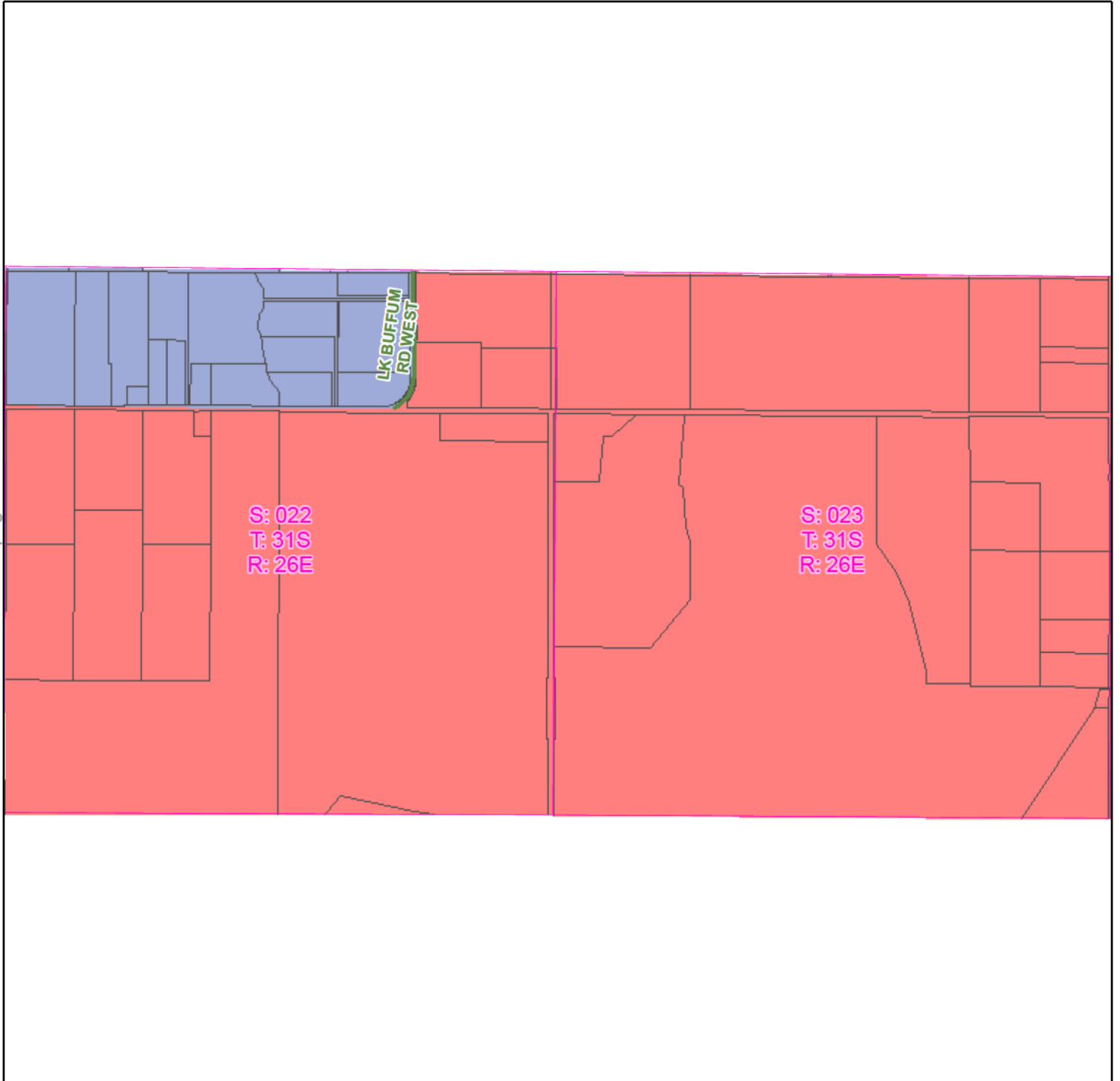
- City of Bartow S-T-R Major Roadways Parcel County
- Duke Energy Railroads Water City and Place Names



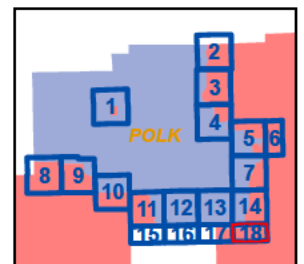
**DUKE ENERGY - CITY OF BARTOW
TERRITORIAL AGREEMENT
POLK COUNTY, FL**

See page 14

See page 17



- City of Bartow
 S-T-R
 Major Roadways
 Parcel
 County
- Duke Energy
 Railroads
 Water
 City and Place Names



**EXTRA-TERRITORIAL CUSTOMERS
TO BE TRANSFERRED FROM
DUKE ENERGY FLORIDA
TO THE CITY OF BARTOW**

EXHIBIT B

EXHIBIT B

**Extra-Territorial Customers
served by Duke Energy Florida
and subject to transfer to the
City of Bartow**

No.	COUNTY	CUSTOMER NAME	PREMISE ADDRESS	PREMISE ID
1	Polk	TriCircle Pavers	3311 Noralyn Mine Road, Bartow, FL 33830	736938207
2	Polk	Leland K. Young	000 Alturas Babson Park Cutoff Road, Bartow, FL 33830	620269420

**SAMPLE COPY OF LETTERS PROVIDING
NOTIFICATION OF THE TERRITORIAL
AGREEMENT TO CUSTOMERS
SUBJECT TO TRANSFER**



June 1, 2016

TriCircle Pavers
3311 Noralyn Mine Road
Bartow, Florida 33830

RE: Duke Energy Account No. #####

Dear Customer:

To ensure that electric utilities in Florida, such as Duke Energy (Duke), are able to provide reliable and economical electric service to their customers, utilities enter into agreements with one another establishing the geographical areas in which each utility is the exclusive provider of electric service. Utilities enter into these territorial agreements in an effort to avoid the unnecessary and uneconomic construction of duplicate electrical distribution lines and other facilities to serve their customers. Approval of the Florida Public Service Commission (FPSC) is required to ensure these objectives are met.

In an effort to efficiently serve the customers in your area, we will soon enter into a territorial agreement with the City of Bartow that will revise some of the service area boundaries between the utilities and enable each utility to serve its customers more reliably and economically. The new agreement must be approved by the FPSC before it can become effective and you will have the opportunity prior to that approval to provide your comments to the Commission. If you wish, we will provide the pertinent contact information for the FPSC when the territorial agreement has been filed and docketed.

If approved by the FPSC, the terms of the amended territorial agreement call on City of Bartow to provide electric service in your area and your account would be transferred to City of Bartow. You will not need to do anything to initiate this transfer as Duke and City of Bartow will handle all of the arrangements on your behalf. If you have a deposit with Duke, your deposit will be applied to your last electric bill and any surplus will be refunded directly to you. You should not experience any disruption of service during the transfer and you will be notified in the unlikely event that a minimal interruption of service is required.

To provide you a rate comparison, in March 2016, the commercial rate of Duke for 1,500 Kilowatt - Hours (KWH) was \$175.95. For the same month, the commercial rate of City of Bartow for 1,500 KWH was \$204.50. The rates of both utilities are subject to periodic change and may be raised or lowered in the future.

While we regret losing the opportunity to serve you and your neighbors in the future, City of Bartow is an excellent utility and I am confident you will find their service to be satisfactory.

Please contact Customer Services if you have any questions or concerns about the proposed transfer of your service to City of Bartow, or if you would like information about contacting the FPSC. You can reach us by phone at 727-820-5846.

Sincerely,

Customer Service
Duke Energy

EXHIBIT D

**WRITTEN DESCRIPTIONS OF THE
TERRITORIAL AREAS SERVED**

EXHIBIT D

Written Description of the Territorial Boundary Lines

Agreement Page #	Township/Range	Section	Description/Notes
Map page 1	T30S, R25E	8, 9	The entire section is served by BARTOW. No areas are served by DEF.
Map page 1	T30S, R25E	16	The northwest quarter of the northern half of the section is served by the DEF. The remainder of the section is served by BARTOW.
Map page 1	T30S, R25E	17	The entire section is served by BARTOW. No areas are served by DEF.
Map page 2	T29S, R26E	28	The northern half of the section is Not Part of This Agreement. DEF serves the southern half of the section. No areas are served by BARTOW.
Map page 2	T29S, R26E	29	The northern half of the section is Not Part of This Agreement. BARTOW serves the southwestern portion of the section, west of the Wahneta Farms Drainage Canal to the western section line. DEF serves the southeastern portion of the section, east of the Wahneta Farms Drainage Canal to Rifle Range Road on the eastern section line.
Map page 2	T29S, R26E	32	BARTOW serves two parcels and one partial parcel north of the Peace Creek Drainage Canal in the northwestern quarter of the section. The City of BARTOW also serves the streets north and south of SR 60 west of the Peace Creek Drainage Canal in the western half of the section. DEF serves one parcel north of the Peace Creek Drainage Canal in the northeastern quarter of the section. DEF also serves the streets north and south of SR 60 east of the Peace Creek Drainage Canal in the eastern half of the section.
Map page 2	T29S, R26E	33	The entire section is served by DEF. No areas are served by BARTOW.
Map page 3	T30S, R26E	4	The entire section is served by DEF. No areas are served by BARTOW.
Map page 3	T30S, R26E	5	BARTOW serves west of Lake Garfield. DEF serves southeast of Lake Garfield.
Map page 3	T30S, R26E	8	BARTOW serves west of Boggy Branch and north of Cox Road in the western portion of the section. DEF serves east of Boggy Branch

			including Lake Enderly Boulevard and Lake Enderly Drive, as well as north of Flora Lake.
Map page 3	T30S, R26E	9	The entire section is served by DEF. No areas are served by BARTOW.
Map page 4	T30S, R26E	16	The entire section is served by DEF. No areas are served by BARTOW.
Map page 4	T30S, R26E	17	The entire section is served by BARTOW except for the area north of Cox Road that is served by DEF.
Map page 4	T30S, R26E	20	The entire section is served by BARTOW. No areas are served by DEF.
Map page 4	T30S, R26E	21	The entire section is served by BARTOW except for the area east of Perch Lake and encompassing the parcels adjacent to Alturas Road in the north and eastern portions of the section that are served by DEF.
Map page 5	T30S, R26E	22	DEF serves the northern half of the section, north of Alturas Babson Cutoff. DEF also serves three parcels south of Alturas Babson Cutoff along the eastern section line. BARTOW serves the southern half of the section except for the areas served by DEF along the eastern section line.
Map page 5	T30S, R26E	23	The entire section is served by DEF. No areas are served by BARTOW.
Map page 5	T30S, R26E	26 (section number not shown)	BARTOW serves the northern portion of the section, north of Gator Lake. BARTOW also serves the western portion of the section, north of Surveyors Lake. DEF serves the southeastern portion of the section, south and northeast of Gator Lake and east of Surveyors Lake.
Map page 5	T30S, R26E	27	The entire section is served by the BARTOW. No areas are served by DEF.
Map page 6	T30S, R26E	24 (section number not shown)	The entire section is served by DEF. No areas are served by BARTOW.
Map page 6	T30S, R26E	25	The entire section is served by DEF. No areas are served by BARTOW.
Map page 7	T30S, R26E	34	The entire section is served by BARTOW. No areas are served by DEF.
Map page 7	T30S, R26E	35	BARTOW serves adjacent to the south side of Surveyors Lake and north of Grassy Lake in the western portion of the section. DEF serves the remainder of the section in the eastern portion of the section.
Map page 7	T31S, R26E	2	The entire section is served by DEF. No areas are served by BARTOW.

Map page 7	T31S, R26E	3	The entire section is served by BARTOW. No areas are served by DEF.
Map page 8	T30S, R24E	34	The western quarter of the section is Not Part of This Agreement. BARTOW serves north of CR 640. DEF serves south of CR 640, east of the railroad tracks, and the area adjacent to the railroad tracks on the west side.
Map page 8	T30S, R24E	35	BARTOW serves north of CR 640. DEF serves south of CR 640.
Map page 8	T31S, R24E	2, 3	The entire section is served by DEF. No areas are served by BARTOW.
Map page 9	T30S, R24E	36	BARTOW serves north of CR 640. DEF serves south of CR 640.
Map page 9	T30S, R25E	31	BARTOW serves north of CR 640. DEF serves south of CR 640.
Map page 9	T31S, R24E	1	The entire section is served by DEF. No areas are served by BARTOW.
Map page 9	T31S, R25E	6	The entire section is served by DEF. No areas are served by BARTOW.
Map page 10	T31S, R25E	4, 5	The entire section is served by BARTOW. No areas are served by DEF.
Map page 10	T31S, R25E	8, 9	The entire section is served by DEF. No areas are served by BARTOW.
Map page 11	T31S, R25E	10	The entire section is served by DEF. No areas are served by BARTOW.
Map page 11	T31S, R25E	11	DEF serves west of Peace River. BARTOW serves east of Peace River.
Map page 11	T31S, R25E	14	DEF serves west of Peace River. BARTOW serves east of Peace River.
Map page 11	T31S, R25E	15	The entire section is served by DEF. No areas are served by BARTOW.
Map page 12	T31S, R25E	7	The entire section is served by BARTOW. No areas are served by DEF.
Map page 12	T31S, R25E	12, 13	The entire section is served by BARTOW. No areas are served by DEF.
Map page 12	T31S, R25E	18	The entire section is served by BARTOW. No areas are served by DEF.
Map page 13	T31S, R26E	8, 9	The entire section is served by BARTOW. No areas are served by DEF.
Map page 13	T31S, R26E	16, 17	The entire section is served by BARTOW. No areas are served by DEF.
Map page 14	T31S, R26E	10	The entire section is served by BARTOW. No areas are served by DEF.
Map page 14	T31S, R26E	11	The entire section is served by DEF. No areas are served by BARTOW.

Map page 14	T31S, R26E	14	The entire section is served by DEF. No areas are served by BARTOW.
Map page 14	T31S, R26E	15	BARTOW serves west of Lake Buffum Road West. DEF serves east of Lake Buffum Road West.
Map page 15	T31S, R25E	22, 23	This section is Not Part of This Agreement.
Map page 16	T31S, R25E	24	This section is Not Part of This Agreement.
Map page 16	T31S, R26E	19	This section is Not Part of This Agreement.
Map page 17	T31S, R26E	20	This section is Not Part of This Agreement.
Map page 17	T31S, R26E	21	DEF serves the entire section except for the two parcels south of and adjacent to Lake Henry that are served by BARTOW.
Map page 18	T31S, R26E	22	BARTOW serves north and west of Lake Buffum Road. DEF serves east and south of Lake Buffum Road.
Map page 18	T31S, R26E	23	The entire section is served by DEF. No areas are served by BARTOW.