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March 20, 2024

*Via E-mail*

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

Re: Docket No. 20240033-EU - Joint Petition for Approval of Territorial Agreement between Sumter Electric Cooperative, Inc. and the City of Ocala, d/b/a Ocala Electric Utility.

Dear Mr. Teitzman:

Sumter Electric Cooperative, Inc. (“SECO”) and the City of Ocala, d/b/a Ocala Electric Utility (“OEU”) hereby jointly respond to Staff’s First Data Requests dated February 28, 2024 (“1st Data Requests”). For ease of reference, the 1<sup>st</sup> Data Requests each are repeated verbatim herein, with the response immediately following.

1. In the petition, page 2, paragraph 3 states, in part, that the 2003 Agreement expired in May 2018.
  - a. Please explain why the said agreement was not renewed prior to its expiration in 2018.

**Response: In January of 2017, SECO and OEU met and began to negotiate a new territorial agreement to replace the 2003 Agreement which was set to expire in May of 2018. Unfortunately, those negotiations were delayed by a series of factors beyond the parties’ control. Since negotiations began in January of 2017 there have been several OEU Directors and key City of Ocala personnel that were involved in the negotiations who have either retired or departed the utility. In addition, the Covid Pandemic and storm activities also contributed to delay negotiations.**

**The parties completed negotiations of a new territorial agreement in December of 2023, and filed their joint petition requesting PSC approval shortly thereafter.**

**During the period when the parties were negotiating a new territorial agreement, SECO and OEU both continued to honor and operate under the 2003 Agreement as if it were still in effect.**

- b. Please discuss whether SECO and Ocala, parties to the 2003 Agreement, continued to meet their respective obligations and honor the 2003 Agreement after it expired in 2018. If there have been any exceptions, please explain.

**Response: See response to 1.a.**

- c. Exhibit C to the proposed agreement (2024 Agreement) lists 52 SECO customers, identified as “Present Temporary Service Customers” (as per the proposed agreement), that will be transferred to Ocala.
  1. Are the “Present Temporary Service” customers (indicated by the Exhibit C addresses) to be transferred under the proposed agreement the equivalent of new customers taking service under “Interim Service” per the 2003 Agreement? Please explain any differences that may exist in these two classifications.

**Response: No. The Present Temporary Service Customers referenced in Exhibit C were considered regular customers that SECO connected several years ago. At the time of connection, it was generally understood that those customers were located inside SECO’s service territory when in fact they were located in OEU’s territory. SECO’s GIS system has now been programmed to automatically notify SECO if a requested service is located outside of SECO’s service territory.**

2. Provide the date service was established and the class of service (RS, GS, etc.) for each customer address identified in Exhibit C.

**Response: The class of service for each customer location is depicted in Column B of Attachment 1 to this response. To the best of SECO’s knowledge, the approximate date that service was originally established for each customer account is depicted in Column C of Attachment 1.**

3. Did the petitioners enter into written agreements for the provision of Temporary Service to such customers at the addresses identified in Exhibit C? If not, why not?

**Response: No. As explained in response 1.c.1., at the time SECO connected those customers it believed that they were located in SECO's service territory. Thus, there were no agreements specifying that service was temporary.**

4. If the petitioners provided any notification to the Commission of either temporary or interim service to such customers was anticipated to last more than one year, please provide copies of such notifications. If not, why not?

**Response: For all the reasons set forth above, there was no such notification.**

5. Are there any additional Temporary Service Customers (other than those listed in Exhibits C and D) that are not being transferred? If so, please provide the service location addresses of those customers that are not being transferred per the proposed territorial agreement, the dates such services were established, and the customer class of each such service. Provide a separate response for each utility.

**Response: To the best of SECO's knowledge, the only customers that are to be transferred to OEU at this time are listed in Exhibit C. If after the Effective Date of the Agreement it is discovered that one Party is inadvertently providing service to a customer located within the other Party's service area, service to that customer will be transferred to the other Party pursuant to Section 2.3.2.**

6. Please provide the history of inadvertent service, including the number of inadvertent service connections per year since 2017 by utility. Explain in your response how such customer connections may have occurred and are expected to occur despite the territorial boundaries in place, and why this designation does not exist in the current (but expired) agreement but is now proposed?

**Response: The background of SECO's inadvertent service is generally described in response to 1.c.1. SECO is now better equipped to accurately manage the territorial boundary lines. SECO's GIS system has now been programmed to automatically notify SECO if a requested service is located outside of SECO's service territory.**

**The number of inadvertent connections by SECO after 2017 can be found in Column C of Attachment 1. Although inadvertent connections now occur less frequently, the Parties included Section 2.3.2 in the proposed territorial agreement to establish a protocol for efficiently resolving inadvertent connections should they be discovered in the future. It should**

**be noted that the “Inadvertent Service” provision in Section 2.3.2 of the proposed agreement is in several other territorial agreements involving SECO which have been previously approved by the PSC. See e.g., Docket No. 20200106-EU; and Docket No. 20200138-EU.**

d. Exhibit D to the 2024 Agreement lists 17 Ocala customers, identified as “Present Temporary Service Customers” (as per the proposed agreement), that will be transferred to SECO.

1. Are the “Present Temporary Service” customers (indicated by the Exhibit D addresses) to be transferred under the proposed agreement the equivalent of new customers taking service under “Interim Service” per the 2003 Agreement? Please explain any differences that may exist in these two classifications.

**Response: No. The Present Temporary Service Customers referenced in Exhibit D were considered regular customers that OEU connected several years ago. At the time of connection, OEU generally understood that most of those customers were located inside its service territory when in fact they were located in SECO’s territory. The only exceptions were the metered services for City of Ocala-owned facilities (e.g., traffic control equipment and sanitary lift stations) which, at the time of connection, OEU believed were allowed to be served under the 2003 Agreement. OEU’s GIS system has now been enhanced to clearly identify to OEU if a requested service is located outside of OEU’s service territory.**

2. Provide the date service was established and the class of service (RS, GS, etc.) for each customer address identified in Exhibit D.

**Response: See Attachment 1.**

3. Did the petitioners entered into written agreements for the provision of Temporary Service to such customers at the addresses identified in Exhibit D? If not, why not?

**Response: No. As explained in response 1.d.1., at the time OEU connected those customers it believed that they were located in OEU’s service territory or that OEU had the right to serve them because they were City-owned facilities. Thus, there were no agreements specifying that service was temporary.**

4. If the petitioners provided any notification to the Commission of either temporary or interim service to such customers was anticipated to last more than one year, please provide copies of such notifications. If not, why not?

**Response: For all the reasons set forth above, there was no such notification.**

- e. Have the boundary lines of SECO or Ocala's service areas changed in any way since 2018? If so, please detail the boundary changes and explain why they were changed.

**Response:** The parties are proposing minor "redraws" to the territorial boundary lines in certain areas where one of the utilities may have already been inadvertently serving customers. In those limited areas the parties determined that it was more efficient for the current utility to continue serving those accounts rather than duplicating facilities and transferring the accounts back to the other utility. Those "redrawn" areas are depicted by hatches on the maps in Exhibit B to the proposed territorial agreement and further explained in the map legend itself. Furthermore, in an effort to eliminate as many "split parcel" tracts as possible, the parties have agreed to exchange certain current customers as part of the equitable exchange of undeveloped or partially developed parcels, or for other reliable distribution access reasons that are in the best interest of the customer.

2. In the petition, page 2, paragraph 4 states, in part, that to best avoid uneconomic duplication of facilities and to best protect the public health and safety from hazardous conditions, the Joint Petitioners have entered into a new territorial agreement.
  - a. Please provide the petitioners' cost analysis, in electronic format (Excel) with cell formulas intact, that supports the petitioners claim in the Petition at Paragraph 4 that the proposed transfer of customers and service to new customers avoids uneconomic duplication. If spreadsheet analysis is not available, please provide whatever analysis was relied upon to support the petitioners' claim for all such facilities to be transferred and for new customers to be served in a way that will avoid uneconomic duplication.

**Response:** The territorial boundary lines in the proposed territorial agreement were not based on a "spreadsheet" analysis. Instead, the parties employed a common sense approach and designed the territorial boundary lines to avoid uneconomic duplication of facilities based on a close review of a number of factors including (i) the location of their respective facilities in the relevant areas, (ii) the adequacy of those facilities to serve expected development in those areas, and (iii) which utility is in the most economic position to serve a particular area.

- b. Please explain why the instant petition best protects public health and safety from hazardous conditions.

**Response:** SECO and OEU have proposed a new territorial agreement designed to more clearly delineate the boundaries of their respective service

areas. This will avoid overlapping wires and facilities that can create dangerous conditions and increase the possibility of accidents to utility linemen and the public at large.

- c. Please identify any other relevant factors that are unique to the instant Petition or to these joint petitioners that staff should consider in evaluating this case.

**Response:** The PSC's long-standing regulatory policy has been to encourage territorial agreements between electric utilities as a mechanism to avoid uneconomic duplication of facilities and to promote safe and efficient operations by utilities. **Unless** the PSC determines that the territorial agreement will cause a detriment to the public interest, it should be approved. *Utilities Com. of New Smyrna Beach v. Florida Public Service Com.*, 469 So. 2d 731(Fla. 1985).

3. Paragraph 6 of the petition states that the customer transfers will be completed within 36 months of the effective date of the 2024 Agreement.

- a. Provide a detailed response identifying the steps of the transfer process, including major work items, scheduling, and prioritization, and the reasons for the 36-month transfer time frame.

**Response:** It should be noted at the outset that there will be no customer transfers until the PSC approves the joint-petition. Upon PSC approval, multiple departments of each utility will coordinate and work together to: conduct general engineering studies, develop customer communications plans, conduct field reviews, develop and prioritize the necessary work orders to effectuate the customer transfer, and conduct individual engineering work requests designed for each customer being transferred. The 36-month period over which the transfers are expected to occur is a realistic timeframe for customer transfers taking into account Florida's vulnerability to storms. It is also a time frame for customer transfers that the PSC has accepted in approving territorial agreements in other dockets. See e.g., Docket No. 20210018-EU; Docket No. 20200106-EU; Docket No. 20200217-EU; and Docket No. 20180159-EU.

- b. Other than the sample customer notification letter featured in Attachment 2 in the petition, describe what future communications are planned throughout the 36-month transfer time frame.

**Response:** The goal of SECO and OEU is to make the transfer as transparent and seamless as possible for the customers. At least 30 days prior to the actual transfer, customers will receive a second letter reminding them of the transfer,

**the timing of the transfer, and the rate comparison of each utility. Just prior to the utility construction taking place the customers being transferred will be again notified (e.g., by phone call, door hangers) that their electric service is being transferred to the other utility.**

4.

- a. What are the SECO facilities be transferred and purchased by Ocala in order to serve the 52 transitioning customers?

**Response: SECO and OEU have not yet made a final decision regarding transferring or purchasing facilities. Once the proposed agreement is approved by the PSC, the parties will address which facilities are to be transferred or purchased and undertake a valuation of facilities subject to transfer. To determine the value of facilities subject to transfer, SECO and OEU have agreed to use a commonly-accepted engineering cost estimation methodology, which is spelled out in Section 3.3.2 of the Territorial Agreement. Moreover, OEU and SECO have committed through this agreement to resolve all facility purchase/transfer requests in the most equitable manner and with no cost impact to the individual customers being transferred.**

- b. What are the estimated associated purchase costs?

**Response: See response to 4.a.**

- c. What assurance do the petitioners put forth that the purchase price of the facilities to be transferred will be reasonable, as per Rule 25-6.0440(2), F.A.C., given that that information does not appear to be available at this time per the proposed territorial agreement?

**Response: In Section 3.3.2 of the new territorial agreement, the parties have agreed to use a commonly-accepted engineering cost estimation methodology to determine the price for transferred facilities. The PSC has accepted this methodology in approving other territorial agreements. See e.g., PSC Docket No. 20200217-EU.**

- d. Does Ocala currently have the capability to serve the additional customers identified in Exhibit C, and all future customers per the proposed territorial agreement, without a decrease in electric service reliability? Please explain what efforts were made and what information were relied upon to reach this determination.

**Response: OEU has sufficient capacity in 69kV transmission, substation transformers, 12kV primary feeders, and generation agreements to cover all additional customers as well as projected load growth planning. OEU utilizes a fully “looped” 69kV and 12kV distribution system that enhances reliability and resiliency for its customers.**

- e. Please explain the inclusion of the proposed territorial agreement, Section 3.4.1: RUS Approval at this time, given that this section does not appear to exist in the current (but expired) territorial agreement. Please explain the likelihood that the proposed agreement may be impacted by the terms contained therein, and what those potential impacts might be.

**Response: Section 3.3.4.1 is a standard provision that SECO now includes in its territorial agreements in recognition that SECO is a borrower from the United States of America Department of Agriculture and Rural Utilities Service (“RUS”). Under 7 CFR § 1717.616, the sale or transfer of capital assets by an RUS borrower may be subject to RUS approval under certain specified circumstances. Based on the specific facts and circumstances here, SECO has concluded that RUS approval should not be required.**

5.

- a. What are the Ocala facilities be transferred and purchased by SECO in order to serve the 17 transitioning customers?

**Response: See responses to 4.a., 4.b., and 4.c.**

- b. What are the estimated associated purchase costs.

**Response: See responses to 4.a., 4.b., and 4.c.**

- c. What assurance do the petitioners put forth that the purchase price of the facilities to be transferred will be reasonable, as per Rule 25-6.0440(2), F.A.C., given that that information does not appear to be available at this time per the proposed territorial agreement?

**Response: See responses to 4.a., 4.b., and 4.c.**

6. Exhibit C to the 2024 Agreement lists 52 SECO customers that will be transferred to Ocala, and the sample customer notifications (Attachment 2 in the petition) from SECO indicate that those customers that received letters subscribed to electric service under the GS, GS-3, and Residential rate classes.

- a. Of the 52, how many of those customers currently subscribe to the GS rate class?



**Response: 14 GS customers. See Attachment 1.**

- b. Of the 52, how many of those customers currently subscribe to the GS-3 rate class?

**Response: 1 GS-3 customer. See Attachment 1.**

- c. Of the 52, how many of those customers currently subscribe to the Residential rate class? Specify in your response how many of these customers got the letter referencing the utility's solar buyback program, and how many got the letter that did not reference this program.

**Response: 36 residential customers. See Attachment 1. Because none of those customers subscribed to SECO's solar program none received a letter referencing the solar program.**

- d. When the 52 SECO customers are transferred to Ocala, will those customers be billed pursuant to Ocala's approved tariffs? Do the petitioners anticipate a special or temporary rate for the 52 transferred customers? Please discuss.

**Response: New OEU customers will be billed at the OEU's current recorded tariff rate. There will not be a special or temporary rate.**

- e. The last paragraph on the sample customer notification letters (Attachment 2 in the petition) from SECO states that customers could call the utility if they had questions about the proposed transfer to Ocala. Please provide a copy of all written correspondence (letters, emails, etc.) received from customers related to the proposed transfers. Also, please provide a summary of telephone calls from customers related to the proposed transfers indicating the nature of the customers questions, approval, and concerns.

**Response: SECO has received no written correspondence from customers related to the proposed transfers. SECO has received phone calls from 2 customers who expressed their displeasure over having to transfer, and preference to remain SECO customers.**

7. Exhibit D to the 2024 Agreement lists 17 Ocala customers that will be transferred to SECO, and the sample customer notifications (Attachment 2 in the petition) from Ocala indicate that those customers that received letters subscribed to the general service and residential rate classes.

- a. Of the 17, how many of those customers currently subscribe to the general service rate class?

**Response: 16 GS customer services. See Attachment 1.**

- b. Of the 17, how many of those customers currently subscribe to the residential rate class?

**Response: 1 RS customer service. See Attachment 1.**

- c. When the 17 Ocala customers are transferred to SECO, will those customers be billed pursuant to SECO's approved tariffs? Do the petitioners anticipate a special or temporary rate for the 17 transferred customers? Please discuss.

**Response: Those customers will be billed pursuant to SECO's approved tariff. There will not be a special or temporary rate.**

- d. The last paragraph on the sample customer notification letters (Attachment 2 in the petition) from Ocala states that customers could call the utility if they had questions about the proposed transfer to SECO. Please provide a copy of all written correspondence (letters, emails, etc.) received from customers related to the proposed transfers. Also, please provide a summary of telephone calls from customers related to the proposed transfers indicating the nature of the customers questions, approval, and concerns.

**Response: OEU has not received any written or verbal (phone call) comments from any of the customers that were sent letters.**

8. In part, Section 0.5 of the 2024 Agreement, states the parties expect to gain further operational efficiencies and customer improvements in their respective retail service territories in Marion County.

- a. Specifically describe the operational efficiencies the parties expect to gain.

**Response: The proposed agreement involves minor boundary changes to more clearly delineate the respective service areas of the abutting utilities. By so doing, the proposed agreement eliminates the need for each utility to serve extra-territorial customers currently located in the territory of the other utility. This enables both SECO and OEU to concentrate their efforts and attention exclusively on their own respective service areas, which in turn will allow both utilities to plan and operate more efficiently and improve their service to customers.**

- b. Specifically describe the customer improvements the parties expect to gain.

**Response: See response to 8.a.**

9. In Attachment 2 in the petition, SECO included two versions of sample customer notification letters for residential customers, one with language referencing a solar buyback credit, and one version that did not have that reference. The version with the language referencing a solar buyback credit for OEU does not show a numeric value for the credit (i.e., the letter reflects a solar buyback credit of "\$X"). Please identify the actual solar buyback credit amount appearing on the OEU customer notifications. If an actual amount was not provided in the notification to customers, please provide the corrected sample customer notification letter that states the dollar value of the solar buyback credit.

**Response: With respect to OEU's net metering RGS compensation, as of 3/1/2024, OEU credits the Florida Municipal Public Power (FMPPA) "ARP avoided cost" of new generation rate (\$0.03155/kWh) plus an additional incentive credit (\$0.03000/kWh), for a current total of \$0.06155/kWh. The FMPPA amount is adjusted quarterly (up or down).**

10. Please state the number of customers currently served by SECO and Ocala within Marion County.

**Response: SECO currently serves 70,635 members with active meters in Marion County. As of 2/1/2024, OEU serves 55,823 active customer meters in Marion County.**

\* \* \*

Adam Teitzman, Esq.

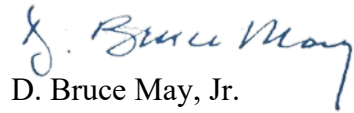
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Should you have any questions regarding the foregoing, please do not hesitate to contact me.  
Thank you for your consideration.

Sincerely,

HOLLAND & KNIGHT LLP



D. Bruce May, Jr.

DBM

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**SECO Energy Members - Transferring to City of Ocala Utilities**

Line	Rate Schedule	Approximate/Connect Date	Service Location Address
1	Residential	3/26/1999	13120 NW 82 ST RD, OCALA, FL 34481-9611
2	Residential	1/13/1998	4939 NW 115 AVE, OCALA, FL 34482-1819
3	Residential	6/14/1999	12770 N US HWY 27, OCALA, FL 34482
4	GS-Irrigation	3/24/2006	NW 115 AVE, OCALA, FL 34482
5	Residential	8/30/2006	8365 NW 118 TERR, OCALA, FL 34475-5338
6	Residential	6/16/2006	12760 N US HWY 27, OCALA, FL 34482
7	GS-Comm-NonDemand	1/25/2007	12610 N US HIGHWAY 27, OCALA, FL 34482-8643
8	Residential	12/22/2003	12760 N US HWY 27, OCALA, FL 34482
9	Residential	3/25/2004	12618 N US HIGHWAY 27, OCALA, FL 34482-8643
10	GS-Comm-NonDemand	12/26/2001	13120 NW 82ND ST RD, OCALA, FL 34481-9611
11	Residential	5/23/1986	13240 NW 82 ST RD, OCALA, FL 34482-1727
12	Residential	10/10/1986	13240 NW 82 ST RD, OCALA, FL 34482-1727
13	Residential	11/4/1985	13101 NW 82ND ST RD, OCALA, FL 34482-1728
14	Residential	4/13/1987	13101 NW 82ND ST RD, OCALA, FL 34482-1728
15	RESN1-RES NET BILL	8/4/1983	12950 NW 82 STREET RD, OCALA, FL 34482-1034
16	Residential	5/24/1984	12910 N US 27 (BARN), OCALA, FL 34482-1034
17	GS-Comm-NonDemand	7/22/1982	12662 NW H 27 (TRN BARN), OCALA, FL 34482-8643
18	GS-Comm-NonDemand	5/2/1979	12662 NW HWY 27 (BARN), OCALA, FL 34482-8643
19	GS3-Irrigation	6/24/1987	12662 NW HWY 27 (10 HP), OCALA, FL 34482-8643
20	Residential	10/26/1984	12662 NW HWY 27 (HSE), OCALA, FL 34482-8643
21	GS-Comm-NonDemand	5/9/1977	12662 N US HWY 27(SHED), OCALA, FL 34482-8643
22	GS-Comm-NonDemand	9/17/1987	12610 NW HWY 27, OCALA, FL 34482-1401
23	GS-Comm-NonDemand	11/20/1985	12610 NW HWY 27, OCALA, FL 34482-1401
24	Residential	11/23/1983	12610 NW HWY 27, OCALA, FL 34482-1401
25	Residential	7/18/1994	12610 NW HWY 27, OCALA, FL 34482
26	Residential	7/18/1994	2750 NW 72 CT (PUMP), OCALA, FL 34482-3828
27	GS-Comm-NonDemand	4/18/1994	4550 NW 90 AVE (GUEST HSE), OCALA, FL 34482-3823
28	Residential	1/23/1995	2901 NW 72 CT, OCALA, FL 34482-3984
29	Residential	5/11/1995	12600 N US HWY 27, OCALA, FL 34475
30	Residential	7/1/1996	4765 SW 40 ST, OCALA, FL 34474-4374
31	Residential	10/24/2006	2460 NW 72 COURT, OCALA, FL 34482
32	Residential	3/7/2006	4560 NW 90 AVE (GATE), OCALA, FL 34482
33	Residential	7/13/2006	12600 N US HWY 27, OCALA, FL 34483
34	Residential	6/27/2006	2566 NW 72 CT, OCALA, FL 34482
35	Residential	6/22/2006	4525 NW 90 AVE, OCALA, FL 34471-5034
36	GS-Comm-NonDemand	5/11/2000	4550 NW 90TH AVE (BARN), OCALA, FL 34482-3823
37	Residential	11/18/2004	4675 SW 40 ST, OCALA, FL 34474
38	LS-Comm-NonDemand	10/30/2008	SW 48TH AVENUE & SR 200, OCALA, FL 34474
39	Residential	5/5/2008	2605 NW 72ND CT, OCALA, FL 34482
40	Residential	3/16/1983	4897 SW 40 ST, OCALA, FL 34474-4374
41	Residential	3/1/1983	4679 SW 40 ST, OCALA, FL 34474-4374
42	Residential	5/30/1991	1925 NW 60TH AVE, OCALA, FL 34482
43	Residential	5/11/1984	Parcel # 21624-002-00
44	GS-Comm-NonDemand	11/7/1985	Parcel # 21624-002-00
45	Residential	2/3/1987	10066 S MAGNOLIA AVE, OCALA, FL 34476-7574
46	Residential	6/27/1990	10072 S MAGNOLIA AVE, OCALA, FL 34476-7574
47	Residential	2/9/1984	4560 NW 90 AVE (HOUSE), OCALA, FL 34482-3823
48	GS-Irrigation	3/5/1975	6659 N US HWY 27, OCALA, FL 34482-3979
49	Residential	4/5/2013	12606 N US HWY 27, OCALA, FL 34482
50	Residential	9/7/2016	2675 NW 72ND CT, OCALA, FL 34471
51	GS-Comm-NonDemand	12/12/2019	4939 NW 115 AVE, OCALA, FL 34482
52	GS-Comm-NonDemand	1/19/2022	12856 N US HWY 27, OCALA, FL 34482

**City of Ocala Customers - Transferring to SECO Energy**

Line	Rate Schedule	Approximate/Connect Date	Service Location Address
1	GS-Comm-NonDemand	10/6/2007	5501 SW College Rd, Ocala, FL
2	GS-Comm-NonDemand	5/3/2007	4747 SW College Rd, Ocala, FL
3	GS-Comm-NonDemand	3/18/2008	4421 SW College Rd, Ocala, FL
4	Residential	3/11/2002	7897 NW Hwy 225, Ocala, FL
5	GS-Comm-NonDemand	11/2/2002	5600 SW College Rd, Ocala, FL
6	GS-Comm-NonDemand	2/28/2006	5670 SW College Rd, Ocala, FL
7	GS-Comm-NonDemand	7/21/2003	5530 SW College Rd, Ocala, FL
8	GS-Comm-NonDemand	9/4/2015	5135 SW College Rd, Ocala, FL
9	GS-Comm-NonDemand	11/23/2015	4603 SW College Rd, Ocala, FL
10	GS-Comm-NonDemand	1/21/2020	5545 SW 80 ST, Ocala, FL
11	GS-Comm-NonDemand	7/6/2020	5545 SW 80 ST, Ocala, FL
12	GS-Comm-NonDemand	12/10/2003	5850 SW Hwy 200, Ocala, FL
13	GS-Comm-NonDemand	2/5/2002	5850 SW Hwy 200, Ocala, FL
14	GS-Comm-NonDemand	3/5/2019	5850 SW College Rd, Ocala, FL
15	GS-Comm-NonDemand	3/5/2019	5850 SW College Rd, Ocala, FL
16	GS-Comm-NonDemand	4/12/2022	5850 SW College Rd, Ocala, FL
17	GS-Comm-NonDemand	3/4/2020	5850 SW College Rd, Ocala, FL