



Matthew R. Bernier  
ASSOCIATE GENERAL COUNSEL

August 2, 2024

**VIA ELECTRONIC FILING**

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

Re: *Joint Petition of the City of Ocala and Duke Energy Florida, LLC, for Approval of a Territorial Agreement in Marion County; Docket No. \_\_\_\_\_*

Dear Mr. Teitzman:

Please file enclosed for electronic filing, the Joint Petition of the City of Ocala and Duke Energy Florida, LLC ("DEF"), for Approval of a Territorial Agreement in Marion County with the supporting Attachment 1 which includes Exhibits A- E.

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/clg  
Enclosures

cc: William E. Sexton

## **BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Joint Petition of  
the City of Ocala, a Florida municipal  
corporation, and Duke Energy Florida,  
LLC, for approval of a Territorial  
Agreement in Marion County

Submitted for filing:  
Docket No. \_\_\_\_\_  
August 2, 2024

### **JOINT PETITION TO APPROVE TERRITORIAL AGREEMENT**

The City of Ocala ("City"), owner and operator of Ocala Electric Utility Company ("OEU") and Duke Energy Florida, LLC ("DEF") (collectively, the "Joint Petitioners"), pursuant to Section 366.04(2)(d), Fla. Stat., and Rules 25-6.0440, & 28- 106.201, F.A.C., jointly petition the Florida Public Service Commission (the "Commission") for approval of a Territorial Agreement (the "Agreement") in Marion 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), Florida Statutes.
2. Ocala's principal offices are located in Ocala, Florida. DEF's principal offices are located in St. Petersburg, Florida.

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

4. 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 Agreement delineating their respective service boundaries in Marion County. The Agreement is attached hereto as Attachment 1 along with accompanying maps and written descriptions delineating the territorial boundaries to which the Joint Petitioners have agreed. The territorial boundaries have been modified in this proposed Agreement. 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 B as required by Rule 25-6.0440(1)(a), F.A.C. This proposed Agreement has been negotiated for a term of twenty (20) years (the "Initial Term") and shall remain in effect thereafter unless either Party provides written notice of termination at least twelve (12) months prior to the expiration of the Initial Term.

5. The Joint Petitioners intend to complete all transfers of Extra-Territorial Customers within thirty-six (36) months of the Effective Date of

the Agreement.

6. In this Agreement, six (6) customers are being transferred from Ocala to DEF (3 commercial, 3 residential) and one (1) residential customer being transferred from DEF to Ocala. 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 prior to the filing of this Joint Petition. Sample copies of the letters providing such notification are attached as Exhibit E. 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.

7. 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 believe and, therefore, represent that the Commission's approval of the Agreement is in the public interest.

8. The Joint Petitioners are unaware of any disputed issues of material fact pertaining to this Petition.

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

Respectfully submitted,

*/s/ Matthew R. Bernier*

**MATTHEW R. BERNIER**

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Email: [stephanie.cuello@duke-energy.com](mailto:stephanie.cuello@duke-energy.com)

# **ATTACHMENT 1**

## **Territorial Agreement**

**The City of Ocala through the  
Ocala Electric Utility**

**and**

**Duke Energy Florida, LLC**

**Marion County**

## **TERRITORIAL AGREEMENT**

THIS TERRITORIAL AGREEMENT ("Agreement"), made and entered into this 2nd day of August, 2024, by and between the City of Ocala ("Ocala"), a Florida municipal corporation, and Duke Energy Florida, LLC, ("DEF"), a Florida corporation, each of which are corporations organized and existing under the laws of the State of Florida and that operate electric utilities as defined in, and whose retail service territories are subject to regulation pursuant to Chapter 366, Florida Statutes and which corporations are herein collectively called the "Parties;"

### **WITNESSETH:**

WHEREAS, the City of Ocala, through the Ocala Electric Utility ("OEU"), by virtue of its Charter and legislative authority, is authorized and empowered to furnish electricity and power to its member, private individuals, corporations, and others, and pursuant to such authority, presently furnishes electricity and power to customers located in certain areas of Marion County, Florida; and

WHEREAS, DEF, is authorized, empowered and obligated by its corporate charter and laws of the State of Florida to furnish retail electric service to persons upon request within their respective service areas in Marion County, Florida; and

WHEREAS, OEU and DEF were parties to a territorial agreement delineating their respective service territories in Marion County, Florida, which was approved by the Florida Public Service Commission (the "Commission") in Order No. PSC-09-0485-CO-EU, issued July 6, 2009, in Docket No. 080724-EU (the "Expired Agreement"). The Expired Agreement had a ten (10) year term until July 6, 2019; and

WHEREAS, the Parties desire to enter into a new 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

WHEREAS, the respective areas of retail service of the Parties hereto are contiguous in many places with the result that duplication of service facilities may occur in the future unless such duplication is precluded by virtue of this Agreement; and

WHEREAS, the Parties desire to clearly delineate the territorial boundaries in Marion County, Florida, in their entirety through this Agreement in order to gain further operational efficiencies and customer service improvements, while continuing to eliminate circumstances giving rise to the uneconomic duplication of service facilities and hazardous situations.



WHEREAS, the Commission is empowered by the Florida legislature, pursuant to Section 366.04(2)(d), Florida Statutes, to approve territorial agreements, and the Commission, as a matter of long-standing regulatory policy, has encouraged 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 fulfilment of the purposes and desired aforesaid, and in consideration of the mutual covenants and agreements herein contained, which shall be construed as being interdependent, the Parties hereto, subject to and upon the terms and conditions herein set forth, do hereby agree to the Agreement as follows:

## **ARTICLE I**

### **DEFINITIONS**

Section 1.0: Territorial Boundary Line(s). As used herein, the term "Territorial Boundary Line(s)" shall mean the boundary line(s) depicted on the maps attached hereto as Exhibit A which delineate and differentiate the Parties respective Territorial Areas in Marion County.<sup>1</sup>

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<sup>1</sup> A written description of the territorial boundaries is included in Exhibit B as required by Rule 25-6.0440(1)(a), F.A.C.

Section 1.1: OEU Territorial Area. As used herein, the term "OEU Territorial Area" shall mean the geographic areas in Marion County, Florida, allocated to Ocala as its retail service territory and labeled "OEU Territorial Area" or "OEU" on the maps contained in Exhibit A.

Section 1.2: DEF Territorial Area. As used herein, the term "DEF Territorial Area" shall mean the geographic areas in Marion County, Florida, allocated to DEF as its retail service territory and labeled as "DEF Territorial Area" or "DEF" on the maps contained in Exhibit A.

Section 1.3: Point of Use. As used herein, the term "Point of Use" shall mean the location within the Territorial Area of a Party where a customer's end-use facilities consume electricity, wherein such Party shall be entitled to provide retail electric service under this Agreement, irrespective of where the customer's point of delivery or metering is located. The point of use and not the point of connect or metering shall be determinative as to who shall be the provider of the electric service under this Agreement.

Section 1.4: Transmission and Distribution Lines. As used herein, the term "Transmission Lines" shall mean all electric lines of either Party having a rating of 69 kV or greater. As used herein, the term "Distribution Lines" shall mean all electric lines of either Party having a rating up to but not including 69 kV.

Section 1.5: New Customers. As used herein, the term "New Customers" shall 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 which has not previously been served by either utility.

Section 1.6: Existing Customer. As used herein, the term "Existing Customer" shall mean any customer receiving electric service from either OEU or DEF at the location for which the service is existent on the Effective Date of this Agreement.

Section 1.7: Extra-Territorial Customers. As used herein, the term "Extra-Territorial Customers" shall mean those customers whose point of use is located within the Territorial Area of one Party but which are receiving electrical service from the other Party on the Effective Date of this Agreement.

Section 1.8: Temporary Service Customers. As used herein, the term "Temporary Service Customers" shall mean those customers who are being temporarily served under the temporary service provisions of the Agreement.

Section 1.9: Commission. As used herein, the term "Commission" shall mean the Florida Public Service Commission.

Section 1.10: Effective Date. As used herein, the term "Effective Date" shall mean the date on which the final Order of the Commission granting approval of this Agreement in its entirety becomes no longer subject to judicial review.

## **ARTICLE II**

### **RETAIL ELECTRIC SERVICE**

Section 2.0: In General. Except as otherwise specifically provided herein, OEU shall have the exclusive authority to furnish retail electric service within the OEU Territorial Area and DEF shall have the exclusive authority to furnish retail electric service within the DEF Territorial Area. The Territorial Boundary Line shall not be altered or affected by any change that may occur in the corporate limits of any municipality or county lying within the OEU or DEF Territorial Area, through annexation or otherwise, unless such change is agreed to in writing by the Parties and approved by the Commission.

Section 2.1: Service to New Customers. The Parties agree that neither of them will knowingly serve or 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 Section 2.2 below.

There are instances where the Territorial Boundary Line will traverse the property of a New Customer. The Parties recognize that in some instances, the information needed to locate the New Customer's various points of use in relation to the Territorial Boundary Line with reasonable certainty may be unavailable or difficult to determine, and agree that in such event, the Party with the greater portion of the New Customer's property in its Territorial Area, including where the preponderance of the Customer's electric energy usage is expected to occur, shall be entitled to serve all of the New Customer's usage.

Section 2.2: 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 until such time as the requesting Party provides written notice of its intent to permanently serve the Point of Use.

Prior to the commencement of Temporary Service, the Party providing such service shall inform the New Customer of the temporary nature of its

service and that the other Party will ultimately serve the New Customer. Such temporary service shall be discontinued upon written notice from the requesting Party of its intent to provide service. In conjunction with such discontinuance, the Party providing temporary service hereunder shall be compensated by the requesting Party in accordance with Section 3.3 for its distribution facilities used exclusively to provide such service. However, the Party providing temporary service hereunder shall not be required to pay the other Party for any loss of revenue associated with the provision of such temporary service.

Any such agreement for temporary service which lasts, or is anticipated to last, for more than one year shall be submitted to the Commission for approval.

Section 2.3: Referral of Service Request. In the event that a 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 shall advise the prospective New Customer that such service is not permitted under this Agreement as approved by the Commission and shall refer the New Customer to the other Party.

Section 2.4: 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 will be transferred to such other Party at the earliest practical time, but in any event within twelve (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 2.2 above.

### **ARTICLE III**

#### **TRANSFER OF CUSTOMERS AND FACILITIES**

Section 3.0: In General. In order to achieve the operational efficiencies and other benefits contemplated by this Agreement in a timely manner, all Extra-Territorial Customers shall be transferred to the Party in whose Territorial Area such customers are located at the earliest practical time, consistent with sound utility practices and reasonable customer notice. The Parties expect the transfer of any Extra-Territorial Customers to be completed within thirty-six (36) months of the Effective Date and will notify the Commission in writing if circumstances require additional time to complete the transfer.

The Extra-Territorial Customers currently served by DEF and subject to transfer to OEU pursuant to this Agreement are listed by the service address and/or other identifying factor in Exhibit C, attached hereto.

The Extra-Territorial Customers currently served by OEU and subject to transfer to DEF pursuant to this Agreement are listed by the service address and/or other identifying factor in Exhibit D, attached hereto.

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 Agreement and the transfer provisions described above. Sample copies of the letters providing such notification are attached as Exhibit E.

Section 3.1: Reallocated Area. In the event 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 Territorial Area of the other Party, the Parties shall jointly petition the Commission for approval of a modification of the Territorial Boundary Line. If approved by the Commission, this modification would place the area(s) in question ("Reallocated Area") within the Territorial Area of the other Party and the transfer of the customers located in the Reallocated Area to the other Party.



Section 3.2: Transfer of Related Service Facilities. In conjunction with the transfer of Extra-Territorial Customers pursuant to Section 3.0 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 for an amount determined in accordance with Section 3.3 below.

Section 3.3: Compensation for Transferred Facilities. If service facilities are transferred pursuant to Section 3.2 above, the receiving Party shall compensate the transferring Party 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, and the cost to the transferring Party for reintegration of its remaining system to the extent such reintegration costs are reasonably required by sound utility practices. The replacement cost shall be determined by applying a cost escalator 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 escalation method.

Section 3.4: Transfer Closings. The Parties shall mutually agree on a closing date for each transfer, allowing sufficient time for the Parties to identify the customers and facilities to be transferred; to determine the compensation for transferred customers and 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.

Section 3.5: Transfer Instruments. For each transfer made under this Agreement, the transferring Party will make, execute, and deliver to the receiving Party a conveyance, deed or other instrument of transfer, as is appropriate, in order to convey all rights, titles and interests of the transferring Party in any facilities, rights-of-way, easements, road permits, or other rights to the receiving Party.

## **ARTICLE IV**

### **OPERATION AND MAINTENANCE**

Section 4.0: Facilities to Remain. Other than as expressly provided for herein, no generating plant, transmission line, substation, distribution line or related equipment shall be subject to transfer or removal hereunder; provided, however, that each Party shall operate and maintain its lines and facilities in a manner that minimizes any interference with the operations of the other Party.

Section 4.1: OEU Facilities to be Served. Nothing herein shall be construed to prevent or in any way inhibit the right and authority of OEU to serve any OEU or City of Ocala facility located in a DEF Territorial Area which

is used exclusively in connection with OEU's business as an electric utility; provided, however, that OEU shall 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.

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

Section 4.3: Retail Service at Facility Sites. Where either Party serves any of its facilities located in the Territorial Area of the other Party pursuant to Sections 4.1 or 4.2 above, such Party may provide limited retail service on the site of the facility to prevent potential safety hazards or unsound operating conditions that would result from the construction and maintenance of lines and related facilities by the other Party to provide retail service at the site. As used in this section, limited retail service shall mean no more than three separate retail accounts with a combined load of 25 kW or less at any such site.

## ARTICLE V

### PREREQUISITE APPROVAL

Section 5.0: Commission Approval. The provisions and the Parties performance of this Agreement are subject to the regulatory authority of the Commission, and appropriate approval by the Commission of this Agreement in its entirety shall be an absolute condition precedent to the validity, enforceability and applicability hereof. This Agreement shall have no effect whatsoever until Commission approval has been obtained, and the date of the Commission's final Order shall be deemed to be the effective date of this Agreement ("Effective Date"). Any proposed modification to this Agreement shall be submitted to the Commission for approval. In addition, the Parties agree to jointly petition the Commission to resolve any dispute concerning the provisions of this Agreement or the Parties performance hereunder.

Section 5.1: Liability in the Event of Disapproval. In the event approval of the Commission pursuant to Section 5.0 is not obtained, neither Party will have any claim against the other arising under this Agreement.

Section 5.2: Supersedes Prior Agreements. Upon approval by the Commission, this Agreement shall be deemed to specifically supersede all prior agreements between the Parties regarding their respective retail service areas in Marion County.

## **ARTICLE VI**

### **DURATION**

Section 6.0: Term. This Agreement shall continue and remain in effect for a period of twenty (20) years from the Effective Date. After expiration of the twenty (20) year term provided herein, this Agreement shall remain in effect thereafter unless either Party provides written notice of Termination at least twelve (12) months prior to the termination of the agreement as contemplated by Section 8.2.

## **ARTICLE VII**

### **CONSTRUCTION OF AGREEMENT**

Section 7.0: Other Electric Utilities. Nothing in this Agreement is intended to define, establish or affect in any manner the right of either Party to furnish retail electric service with any other electric utility that is not a party to this Agreement. The Parties understand that OEU 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 shall be construed to prevent OEU or DEF from designating any portion of its Territorial Area under this Agreement as the retail service area of such other electric utility.

Section 7.1: Bulk Power for Resale. Nothing herein shall be construed to prevent either Party from providing a bulk power supply for resale purposes, regardless of where the purchaser for resale may be located. Further, no other section or provision of this Agreement shall be construed as applying to a bulk power supply for resale purposes.

Section 7.2: 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 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.

Section 7.3: Public Records Law. DEF acknowledges Ocala'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 Ocala 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 7.4: Statutory Liability Cap. Nothing herein is intended to act as a waiver of Ocala's sovereign immunity or the limits of liability set forth in Section 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.

## **ARTICLE VIII**

### **MISCELLANEOUS**

Section 8.0: Negotiations. Regardless of any other terms or conditions that may have been discussed during the negotiations leading up to the execution of this Agreement, the only terms and conditions agreed upon are those set forth herein, and no alteration, modification, enlargement or supplement to this Agreement shall be binding upon either of the Parties unless agreed to in writing by both Parties and approved by the Commission.

Section 8.1: Successors and Assigns. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give to any person or corporation, other than the Parties, 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 shall inure to the sole benefit of and shall be binding only upon the Parties and their respective representatives, successors and

assigns.

Section 8.2: Notices. Notices and other written communications contemplated by this Agreement shall 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 City of Ocala:

Director Electric Utility City of  
Ocala  
1805 NE 30<sup>th</sup> Avenue  
Bldg 400  
Ocala, Florida 34470

To DEF:

Melissa Seixas, State President  
Duke Energy Florida, LLC  
P.O. Box 14042  
St. Petersburg, Florida 33733

with copy to:

City Attorney  
City of Ocala  
110 SE Watula Avenue  
Ocala, Florida 34471

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

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



**CITY OF OCALA, FLORIDA,**  
a Florida municipal corporation

By: DocuSigned by:  
Barry Masfield  
550E4A5AC2B44F7..., as  
City Council President

ATTEST:

DocuSigned by:  
Angel B Jacobs  
8033574C28554A5...  
By: ANGEL JACOBS, as  
City Clerk

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:  
William E. Sexton  
807DCFC4E86E429...  
By: WILLIAM E. SEXTON, as  
City Attorney

**DUKE ENERGY FLORIDA, LLC**

By: Melissa Seixas, as  
MELISSA SEIXAS, State President  
Duke Energy Florida, LLC

**ATTEST:**

/s/ Stephanie Cuello

STEPHANIE CUELLO, as  
Senior Counsel  
Duke Energy Florida, LLC

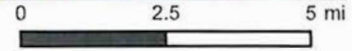
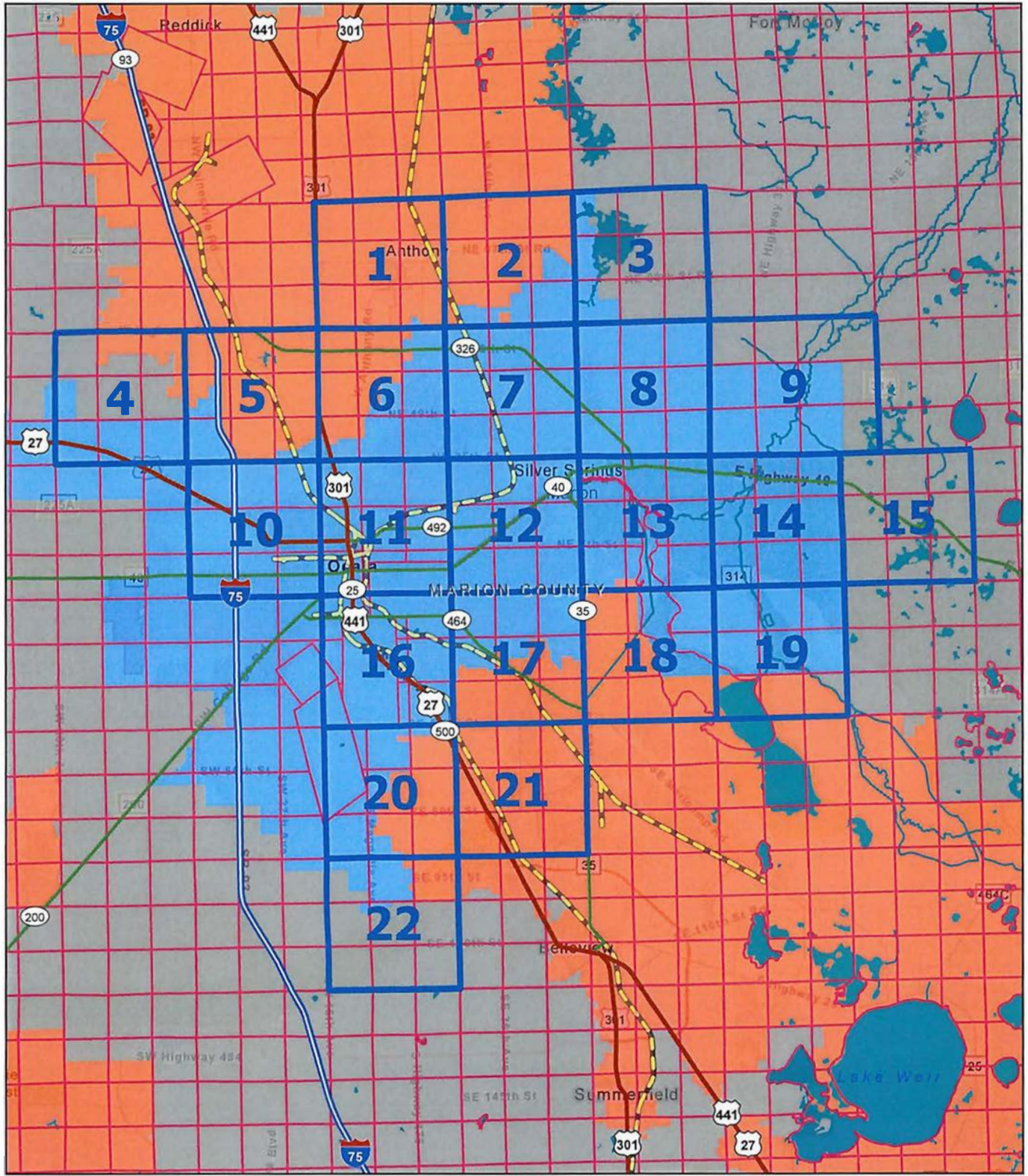
## **EXHIBIT A**

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**MAPS DEPICTING THE TERRITORIAL  
BOUNDARY LINES AND SERVICE  
TERRITORIES OF  
THE CITY OF OCALA  
&  
DUKE ENERGY FLORIDA  
IN  
MARION COUNTY**

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# DUKE ENERGY - OCALA ELECTRIC UTILITY TERRITORIAL AGREEMENT MARION COUNTY, FL PAGE INDEX



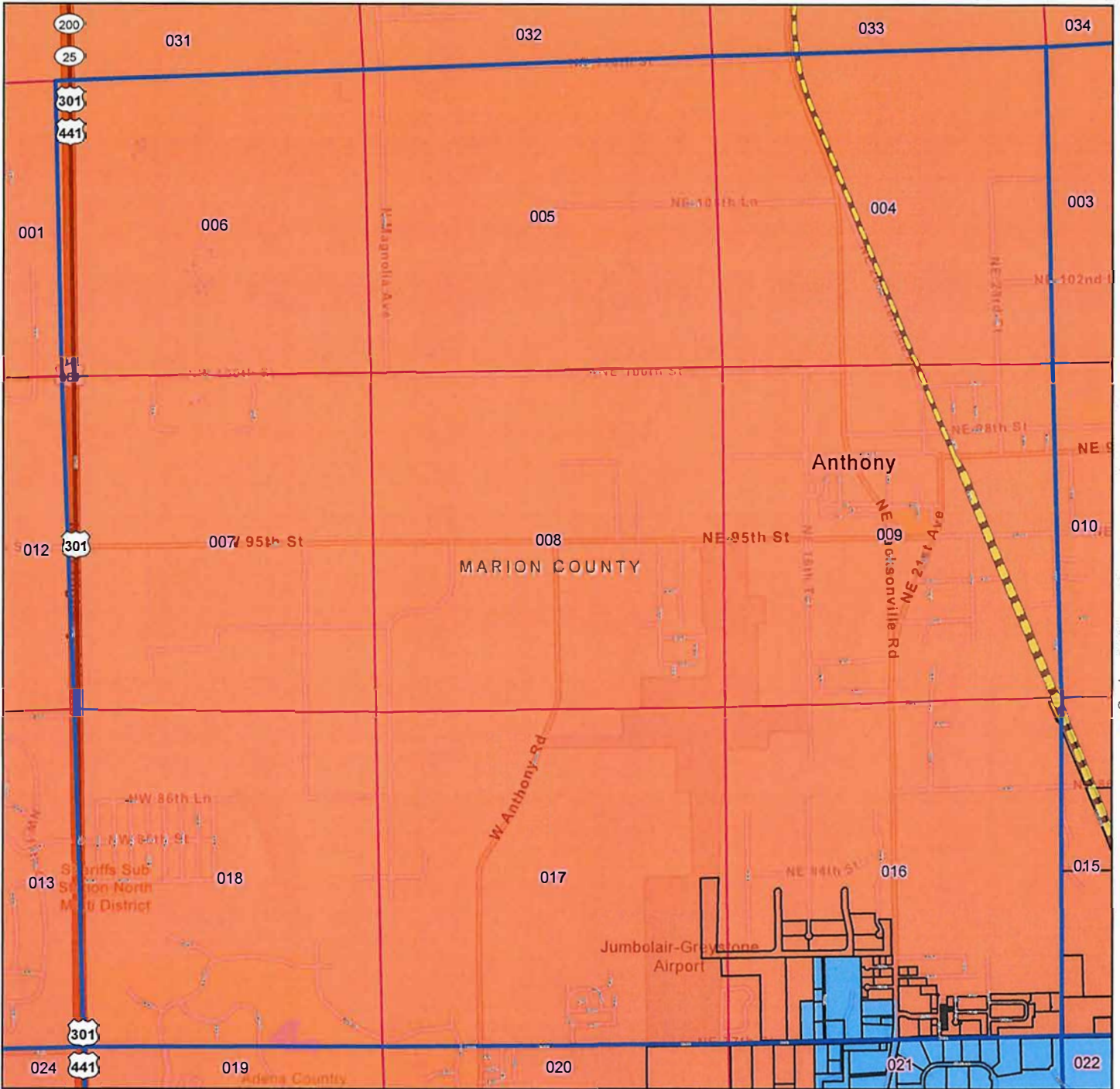
### Service Territory

- Duke Energy Florida
- Ocala Electric Utility
- Not Part Of Agreement

- City Boundary
- County
- Section
- Water

- Interstate
- US Highway
- Major Road
- Rail

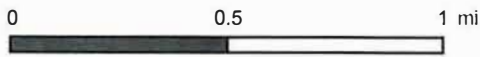
# DUKE ENERGY - OCALA ELECTRIC UTILITY TERRITORIAL AGREEMENT MARION COUNTY, FL



See 14S22E, Northeast Quadrant -- page 2

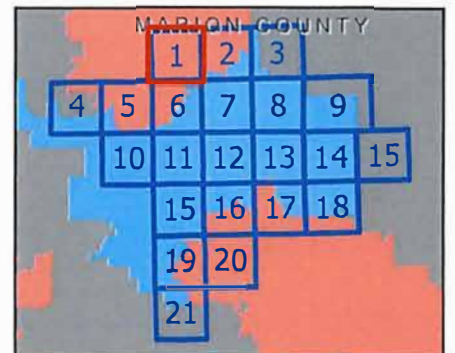
See 14S22E, Southwest Quadrant -- page 6

**Quadrant:** Northwest  
**Township:** 14S  
**Range:** 22E  
**County:** MARION

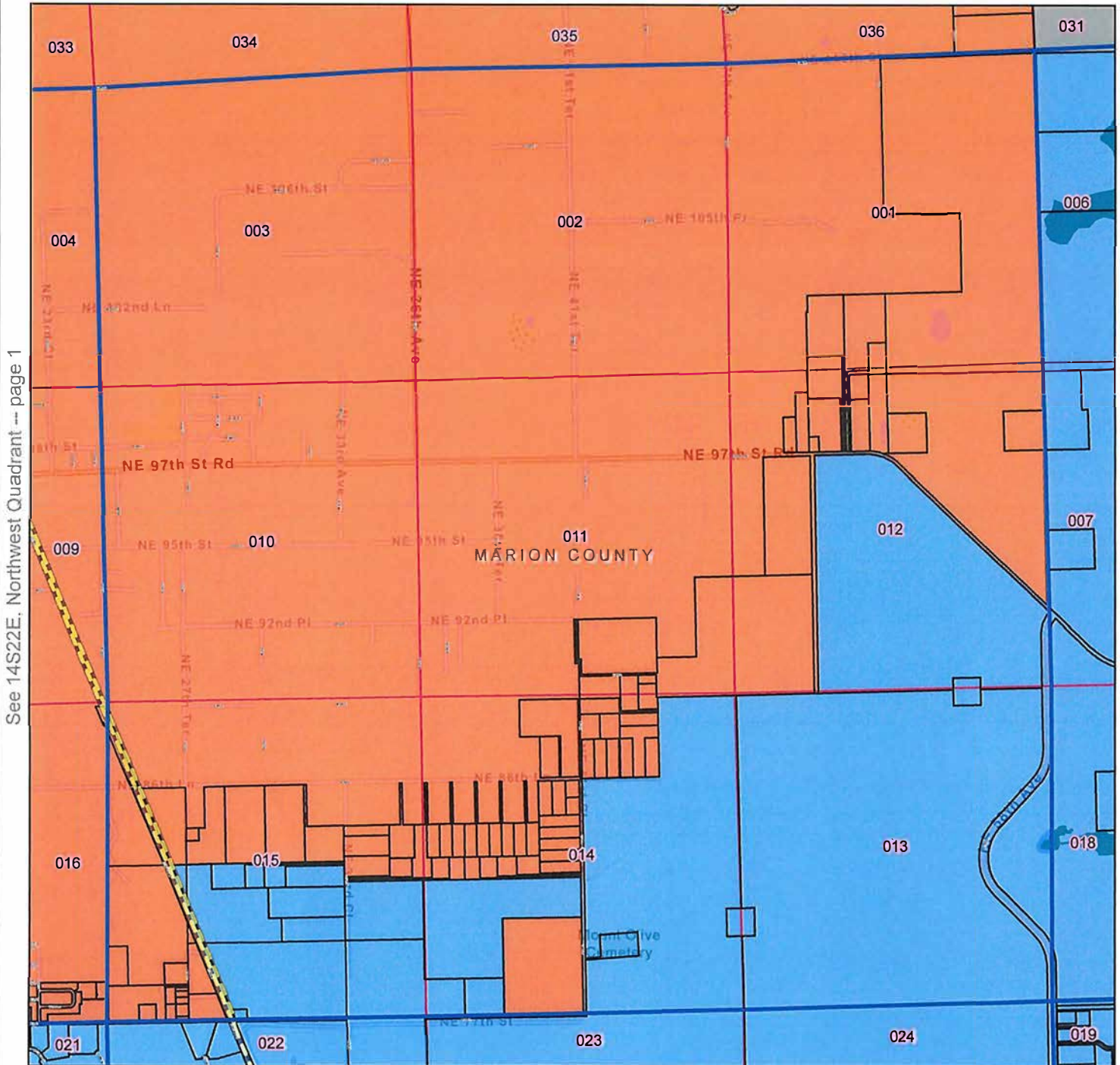


### Service Territory

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



# DUKE ENERGY - OCALA ELECTRIC UTILITY TERRITORIAL AGREEMENT MARION COUNTY, FL

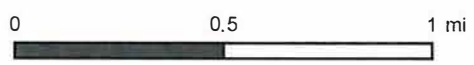


See 14S22E, Northwest Quadrant -- page 1

See 14S23E, Northwest Quadrant -- page 3

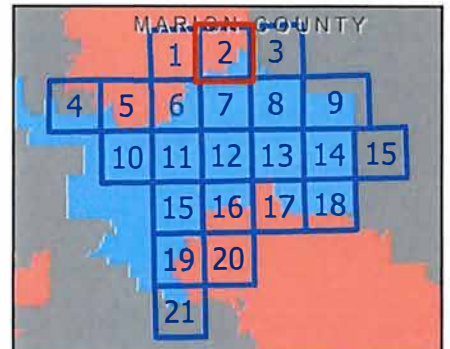
See 14S22E, Southeast Quadrant -- page 7

**Quadrant:** Northeast  
**Township:** 14S  
**Range:** 22E  
**County:** MARION



### Service Territory

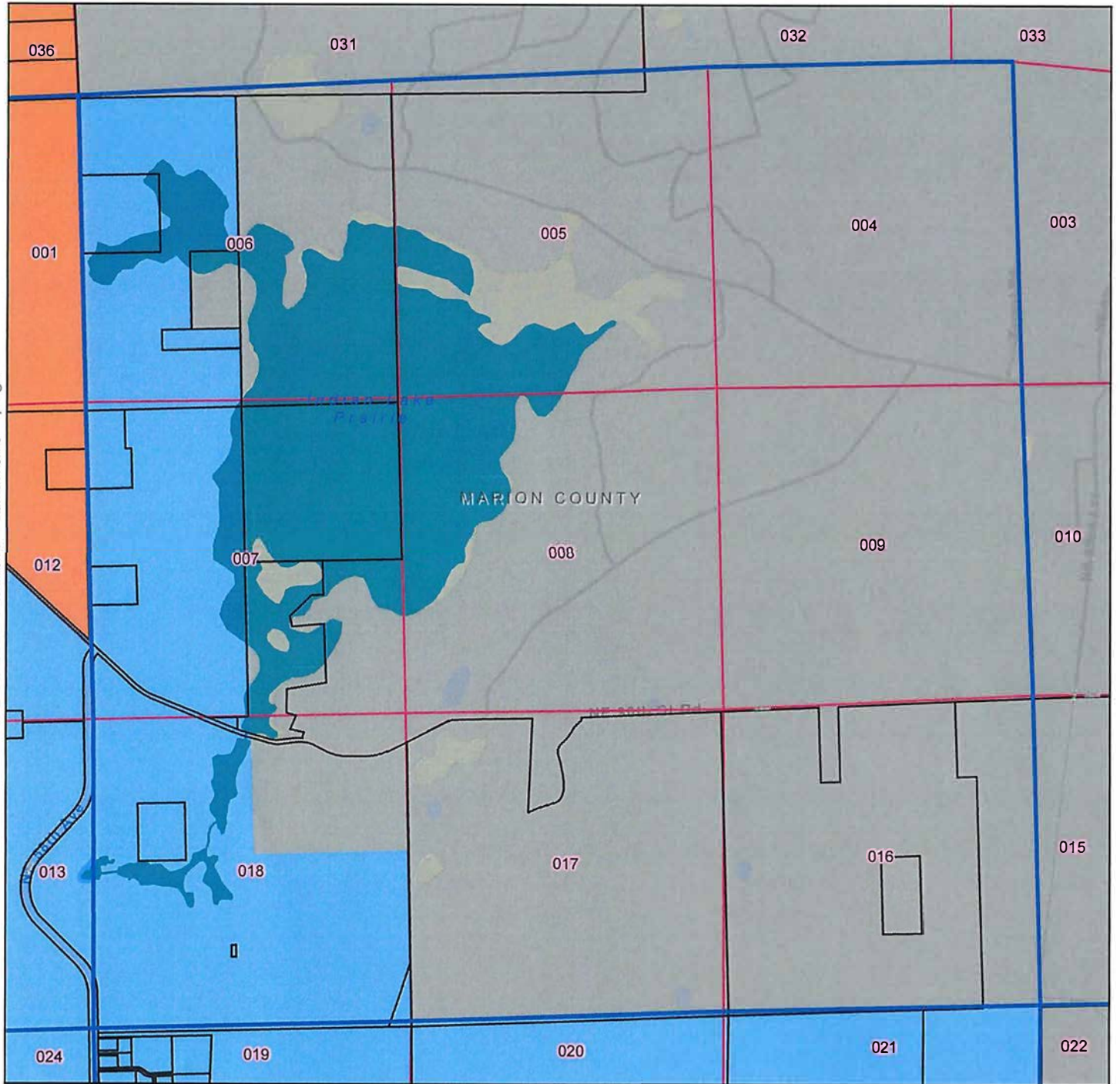
- Duke Energy Florida
- Ocala Electric Utility
- Not Part of Agreement
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- Rail



# DUKE ENERGY - OCALA ELECTRIC UTILITY TERRITORIAL AGREEMENT MARION COUNTY, FL

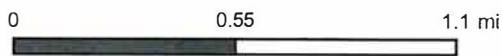


See 14S22E, Northeast Quadrant -- page 2



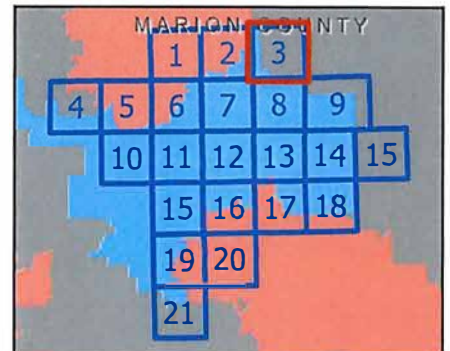
See 14S23E, Southwest Quadrant -- page 8

**Quadrant:** Northwest  
**Township:** 14S  
**Range:** 23E  
**County:** MARION

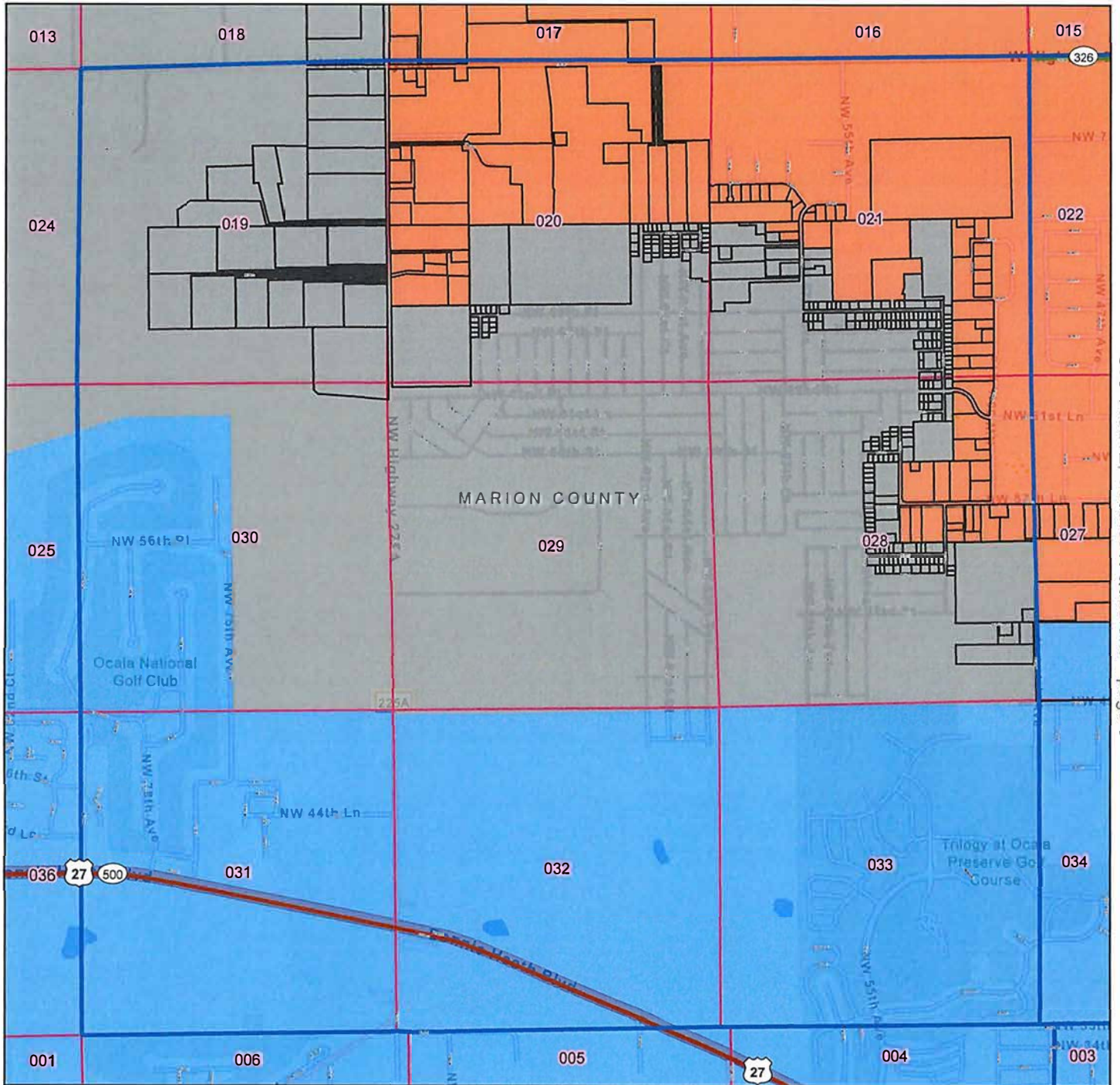


### Service Territory

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

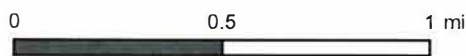


# DUKE ENERGY - OCALA ELECTRIC UTILITY TERRITORIAL AGREEMENT MARION COUNTY, FL



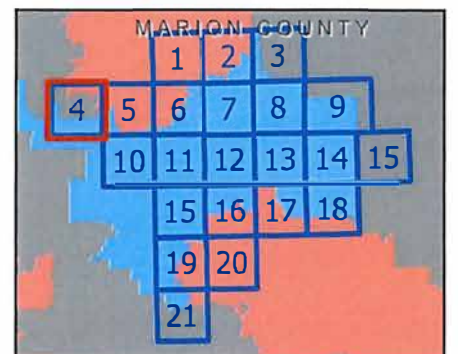
See 14S21E, Southeast Quadrant -- page 5

**Quadrant: Southwest**  
**Township: 14S**  
**Range: 21E**  
**County: MARION**

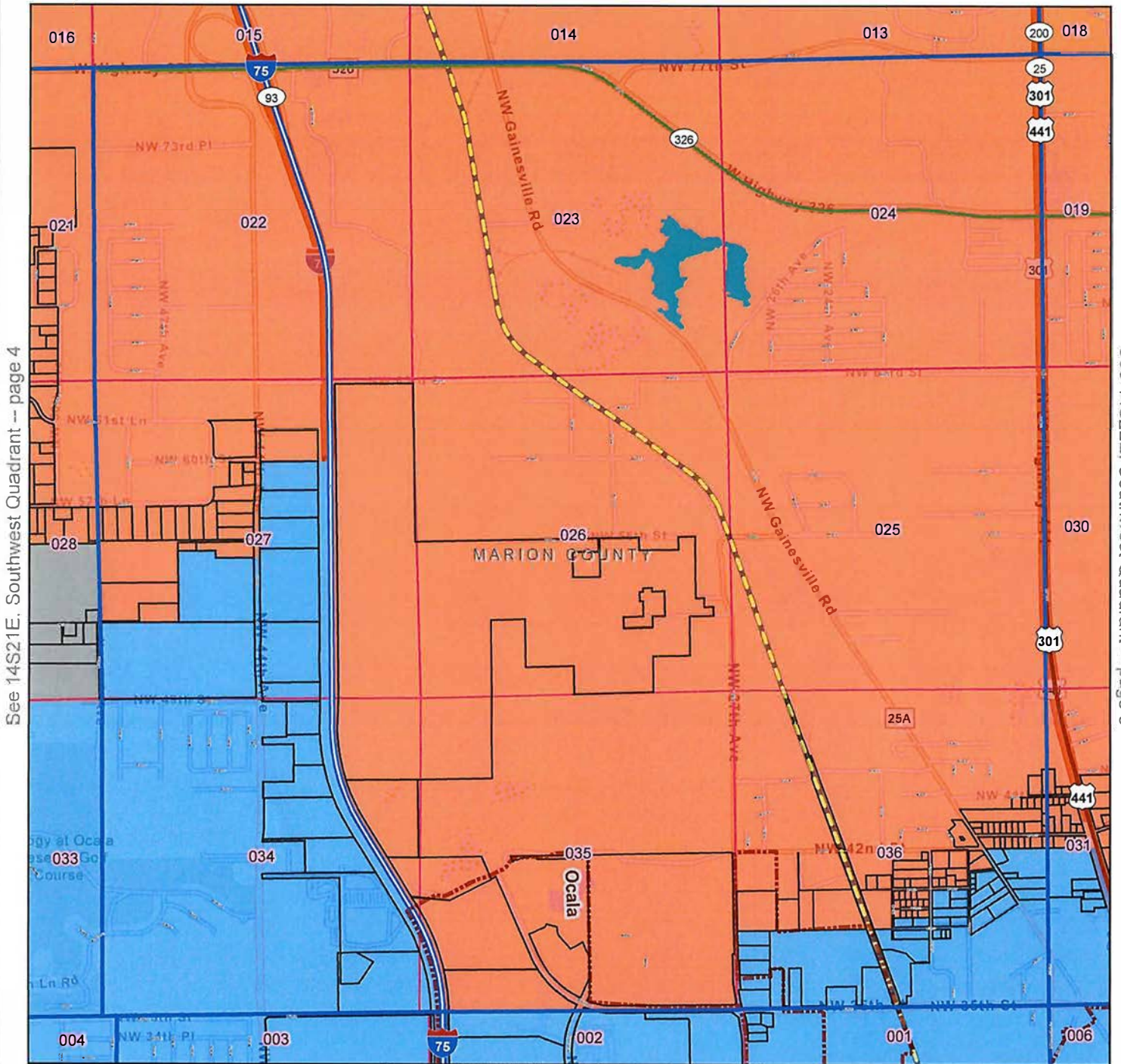


### Service Territory

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



# DUKE ENERGY - OCALA ELECTRIC UTILITY TERRITORIAL AGREEMENT MARION COUNTY, FL

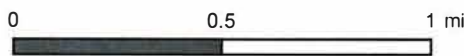


See 14S21E, Southwest Quadrant -- page 4

See 14S22E, Southwest Quadrant -- page 6

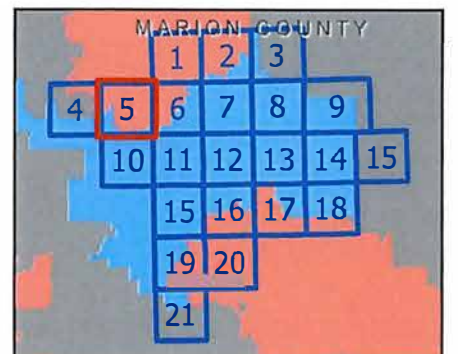
See 15S21E, Northeast Quadrant -- page 10

**Quadrant:** Southeast  
**Township:** 14S  
**Range:** 21E  
**County:** MARION



### Service Territory

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

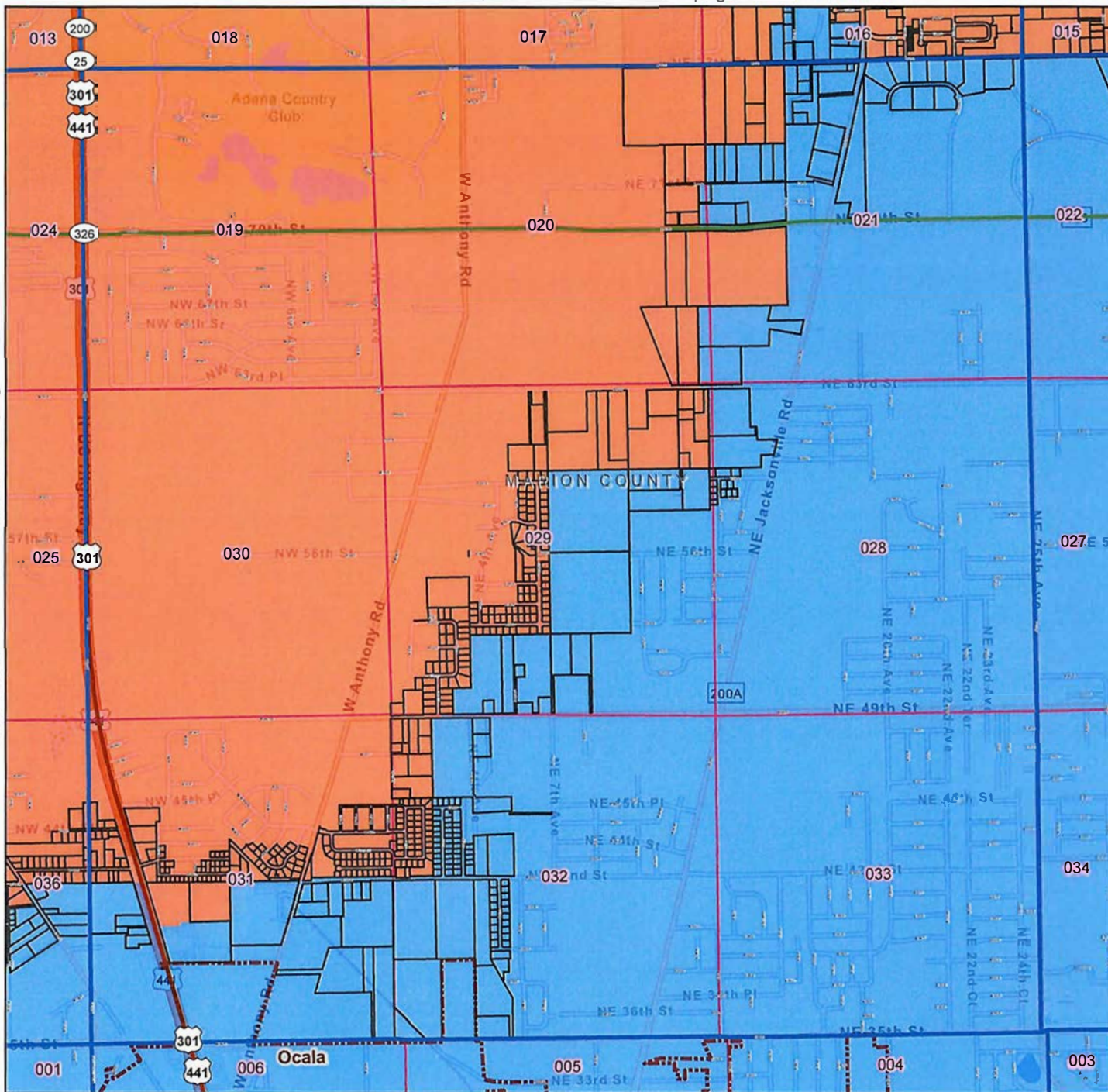




# DUKE ENERGY - OCALA ELECTRIC UTILITY TERRITORIAL AGREEMENT MARION COUNTY, FL



See 14S22E, Northwest Quadrant -- page 1

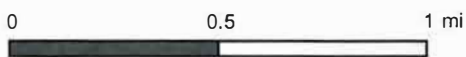


See 14S21E, Southeast Quadrant -- page 5

See 14S22E, Southeast Quadrant -- page 7

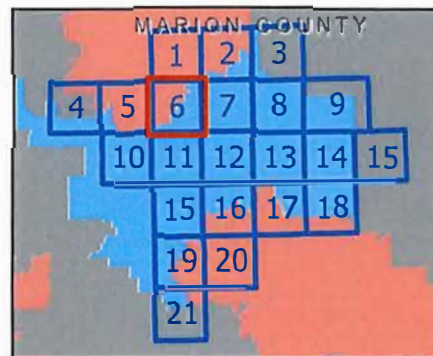
See 15S22E, Northwest Quadrant -- page 11

**Quadrant:** Southwest  
**Township:** 14S  
**Range:** 22E  
**County:** MARION



### Service Territory

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



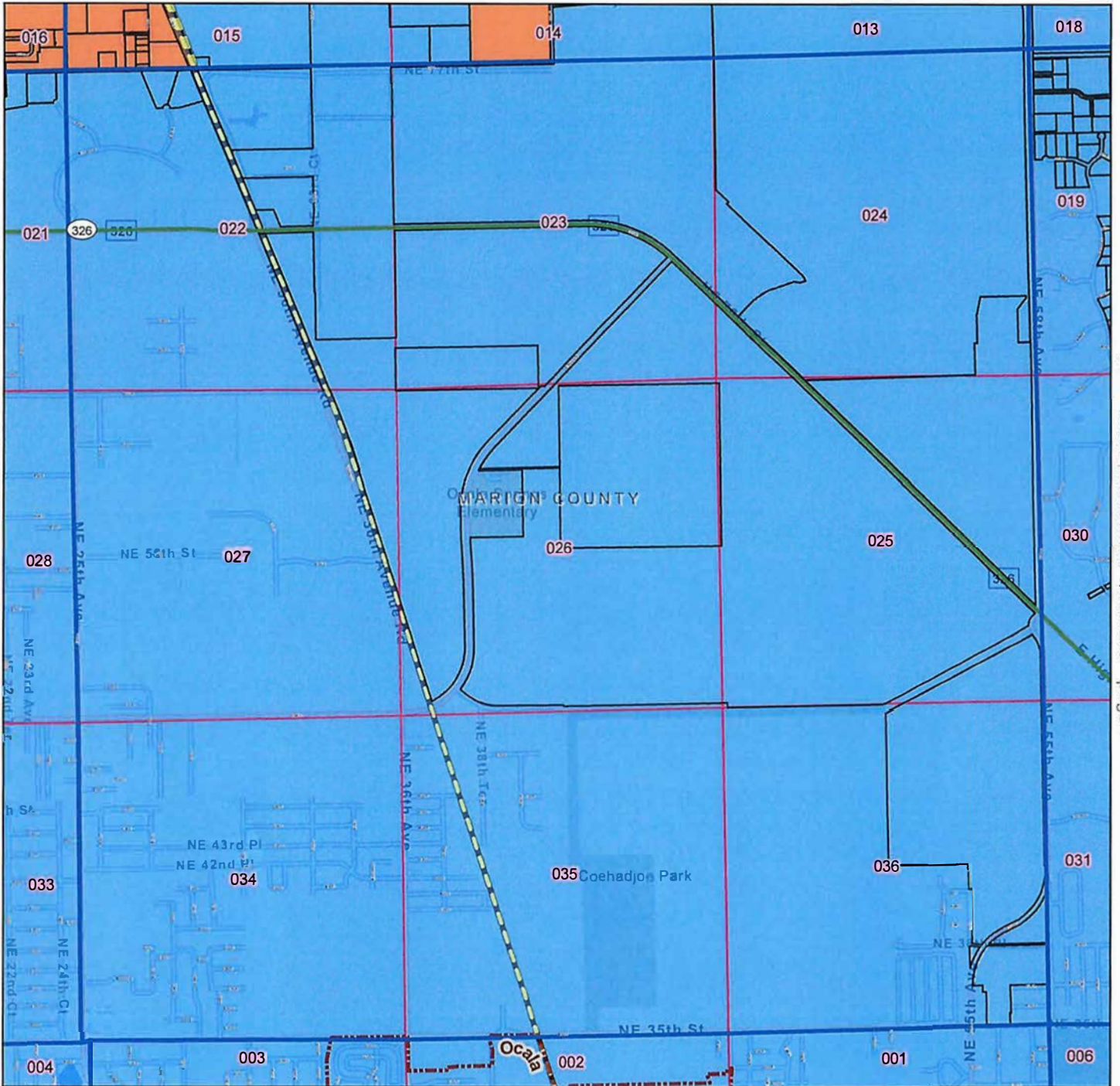
# DUKE ENERGY - OCALA ELECTRIC UTILITY TERRITORIAL AGREEMENT MARION COUNTY, FL



See 14S22E, Northeast Quadrant -- page 2

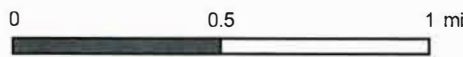
See 14S22E, Southwest Quadrant -- page 6

See 14S23E, Southwest Quadrant -- page 8



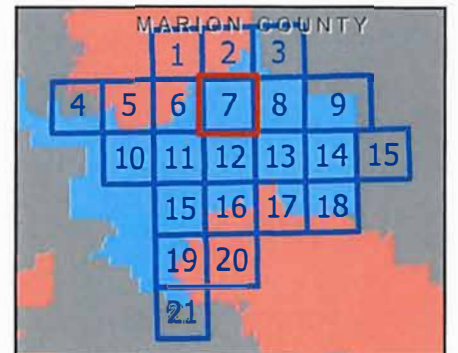
See 15S22E, Northeast Quadrant -- page 12

**Quadrant:** Southeast  
**Township:** 14S  
**Range:** 22E  
**County:** MARION



### Service Territory

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



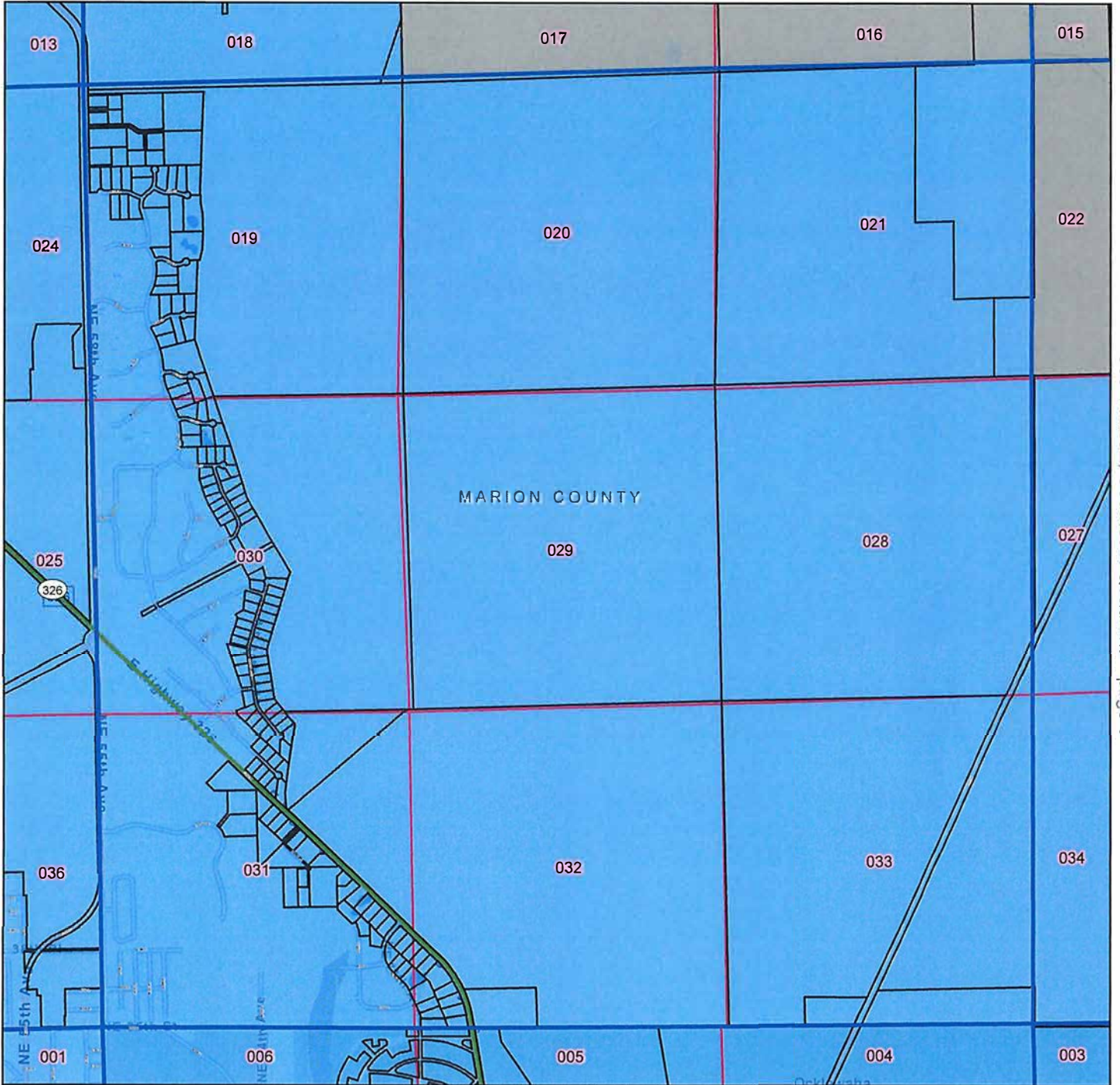
# DUKE ENERGY - OCALA ELECTRIC UTILITY TERRITORIAL AGREEMENT MARION COUNTY, FL



See 14S23E, Northwest Quadrant -- page 3

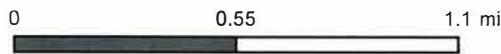
See 14S22E, Southeast Quadrant -- page 7

See 14S23E, Southeast Quadrant -- page 9



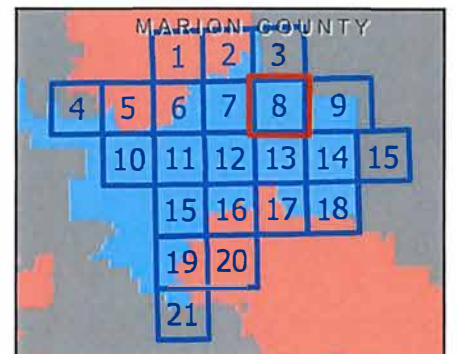
See 15S23E, Northwest Quadrant -- page 13

**Quadrant:** Southwest  
**Township:** 14S  
**Range:** 23E  
**County:** MARION

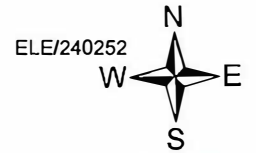


### Service Territory

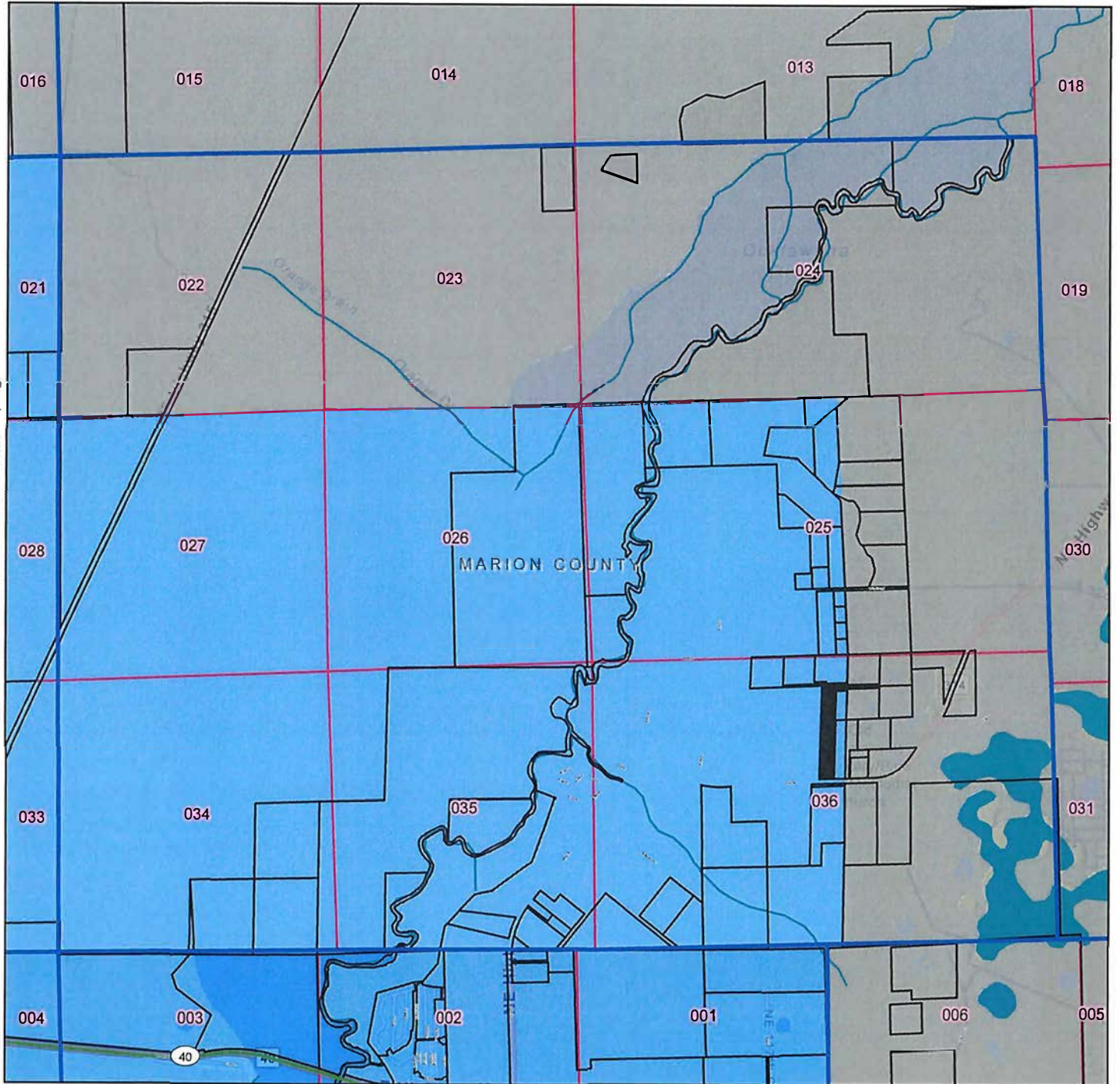
- Duke Energy Florida
- Ocala Electric Utility
- Not Part of Agreement
- Map Grid
- Section
- Parcels
- City Boundary
- County
- Water
- Interstate
- US Highway
- Major Road
- Rail



# DUKE ENERGY - OCALA ELECTRIC UTILITY TERRITORIAL AGREEMENT MARION COUNTY, FL

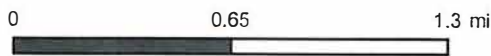


See 14S23E, Southwest Quadrant -- page 8



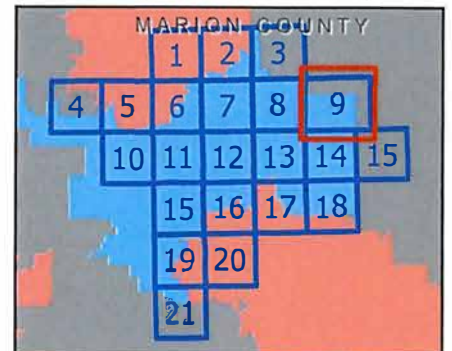
See 15S23E, Northeast Quadrant -- page 14

**Quadrant: Southeast**  
**Township: 14S**  
**Range: 23E**  
**County: MARION**



### Service Territory

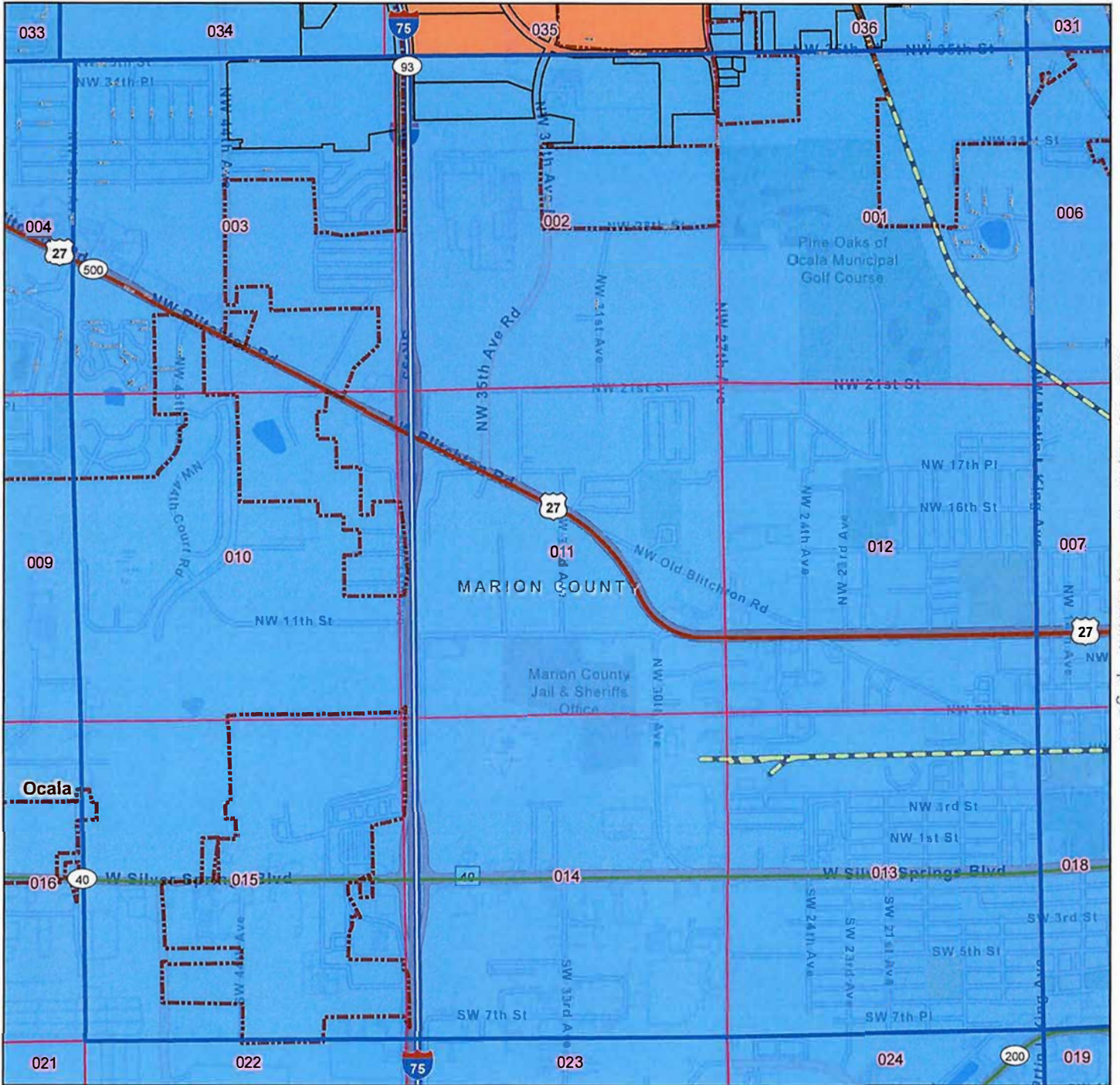
- Duke Energy Florida
- Ocala Electric Utility
- Not Part of Agreement
- Map Grid
- Section
- Parcels
- City Boundary
- County
- Water
- Interstate
- US Highway
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- Rail



# DUKE ENERGY - OCALA ELECTRIC UTILITY TERRITORIAL AGREEMENT MARION COUNTY, FL

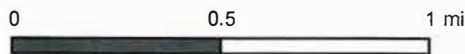


See 14S21E, Southeast Quadrant -- page 5



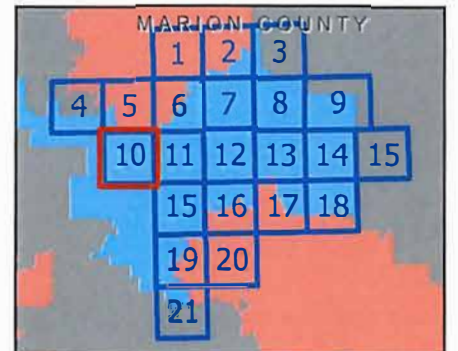
See 15S22E, Northwest Quadrant -- page 11

**Quadrant:** Northeast  
**Township:** 15S  
**Range:** 21E  
**County:** MARION



### Service Territory

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



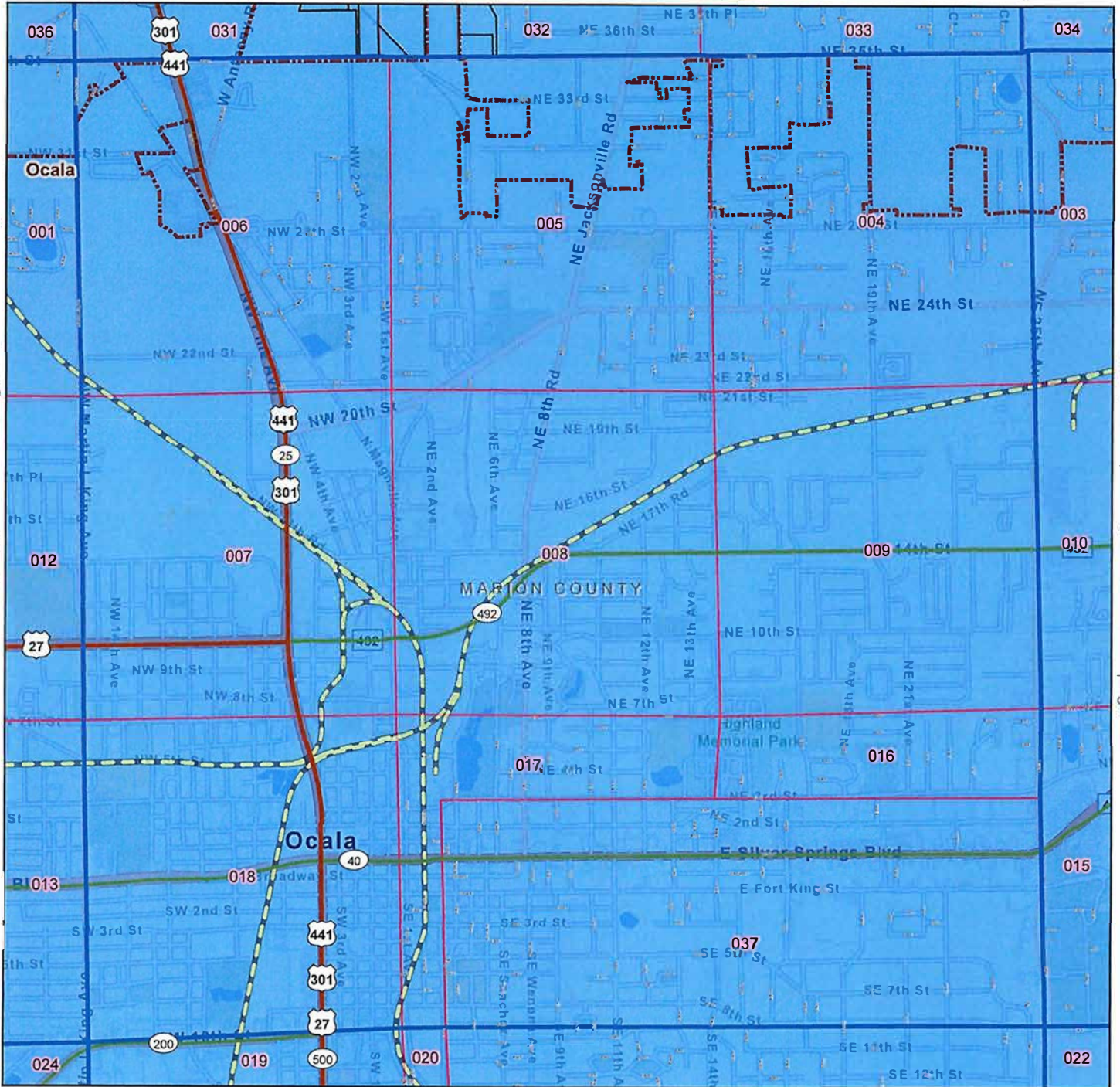
# DUKE ENERGY - OCALA ELECTRIC UTILITY TERRITORIAL AGREEMENT MARION COUNTY, FL



See 14S22E, Southwest Quadrant -- page 6

See 15S21E, Northeast Quadrant -- page 10

See 15S22E, Northeast Quadrant -- page 12

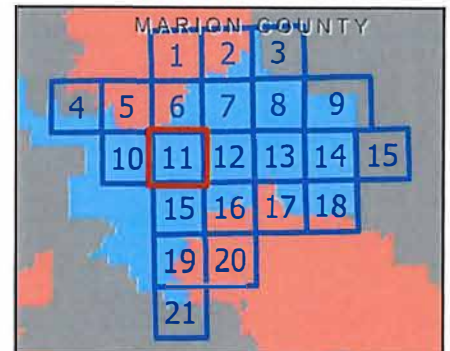


See 15S22E, Southwest Quadrant -- page 15

**Quadrant:** Northwest  
**Township:** 15S  
**Range:** 22E  
**County:** MARION

### Service Territory

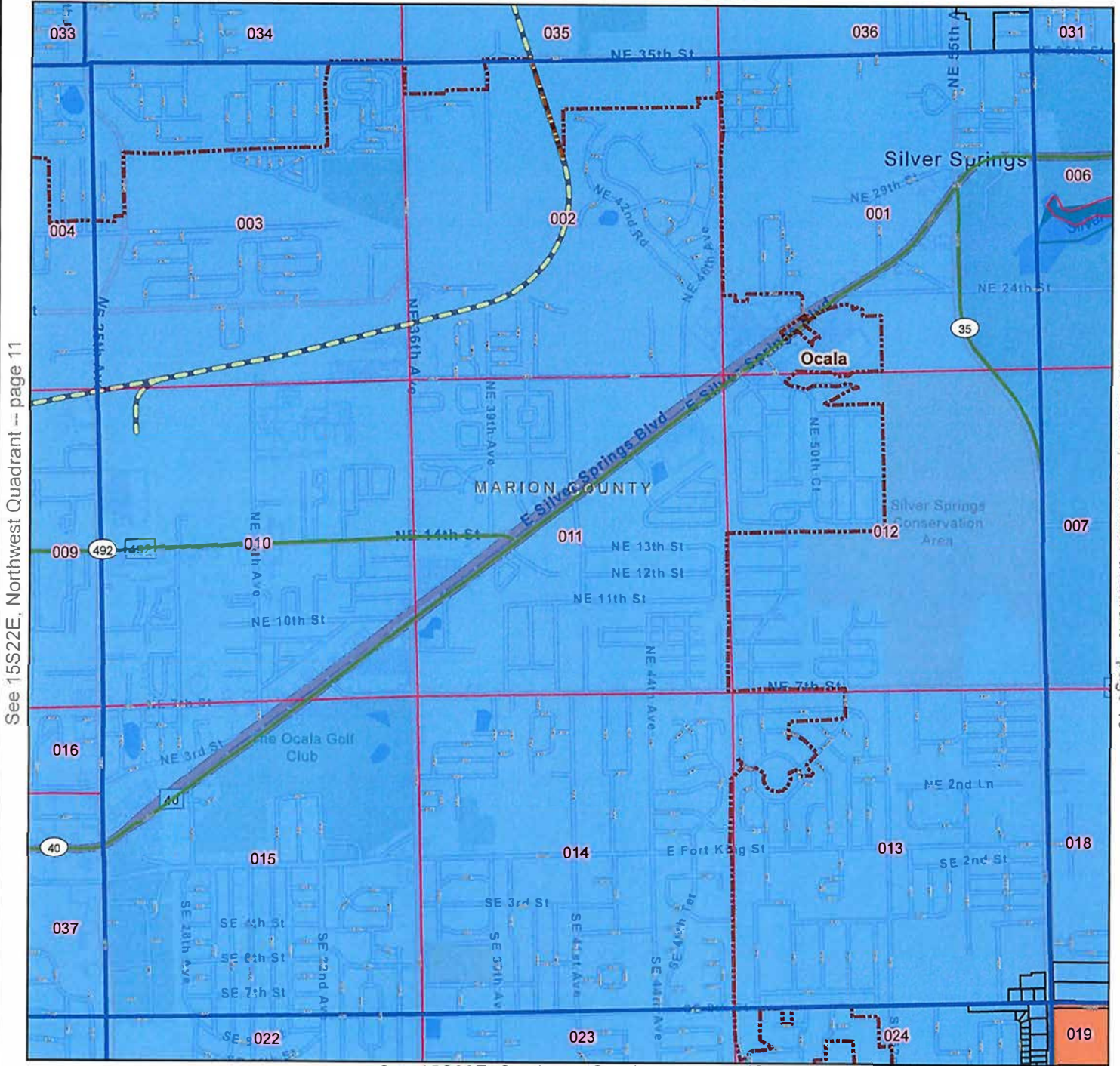
- Duke Energy Florida
- Ocala Electric Utility
- Not Part of Agreement
- Map Grid
- Section
- Parcels
- City Boundary
- County
- Water
- Interstate
- US Highway
- Major Road
- Rail



# DUKE ENERGY - OCALA ELECTRIC UTILITY TERRITORIAL AGREEMENT MARION COUNTY, FL



See 14S22E, Southeast Quadrant -- page 7

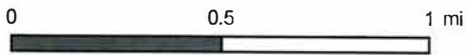


See 15S22E, Northwest Quadrant -- page 11

See 15S23E, Northwest Quadrant -- page 13

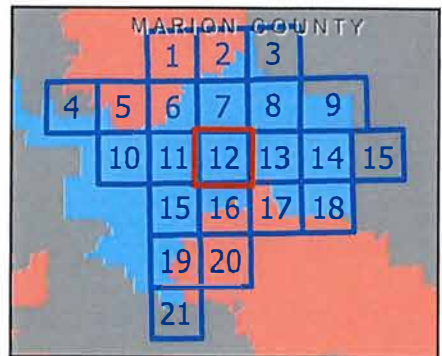
See 15S22E, Southeast Quadrant -- page 16

**Quadrant:** Northeast  
**Township:** 15S  
**Range:** 22E  
**County:** MARION



### Service Territory

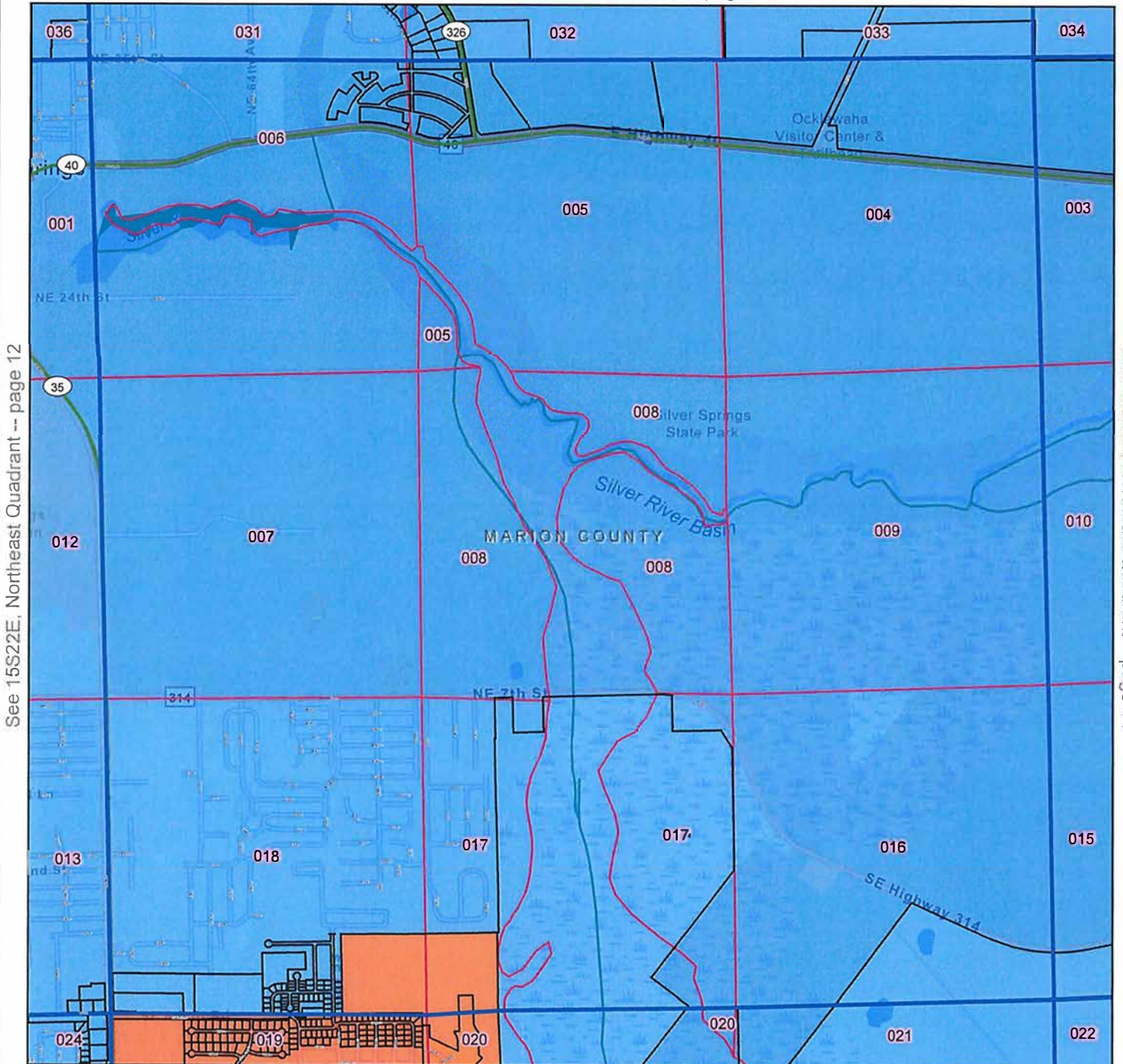
- Duke Energy Florida
- Ocala Electric Utility
- Not Part of Agreement
- Map Grid
- Section
- Parcels
- City Boundary
- County
- Water
- Interstate
- US Highway
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# DUKE ENERGY - OCALA ELECTRIC UTILITY TERRITORIAL AGREEMENT MARION COUNTY, FL

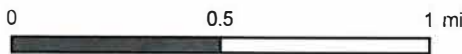


See 14S23E, Southwest Quadrant -- page 8



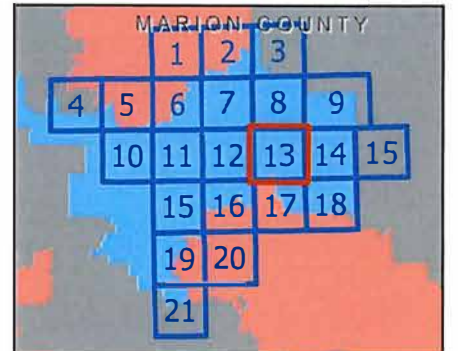
See 15S23E, Southwest Quadrant -- page 17

**Quadrant:** Northwest  
**Township:** 15S  
**Range:** 23E  
**County:** MARION



### Service Territory

- Duke Energy Florida
- Ocala Electric Utility
- Not Part of Agreement
- Map Grid
- Section
- Parcels
- City Boundary
- County
- Water
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- US Highway
- Major Road
- Rail





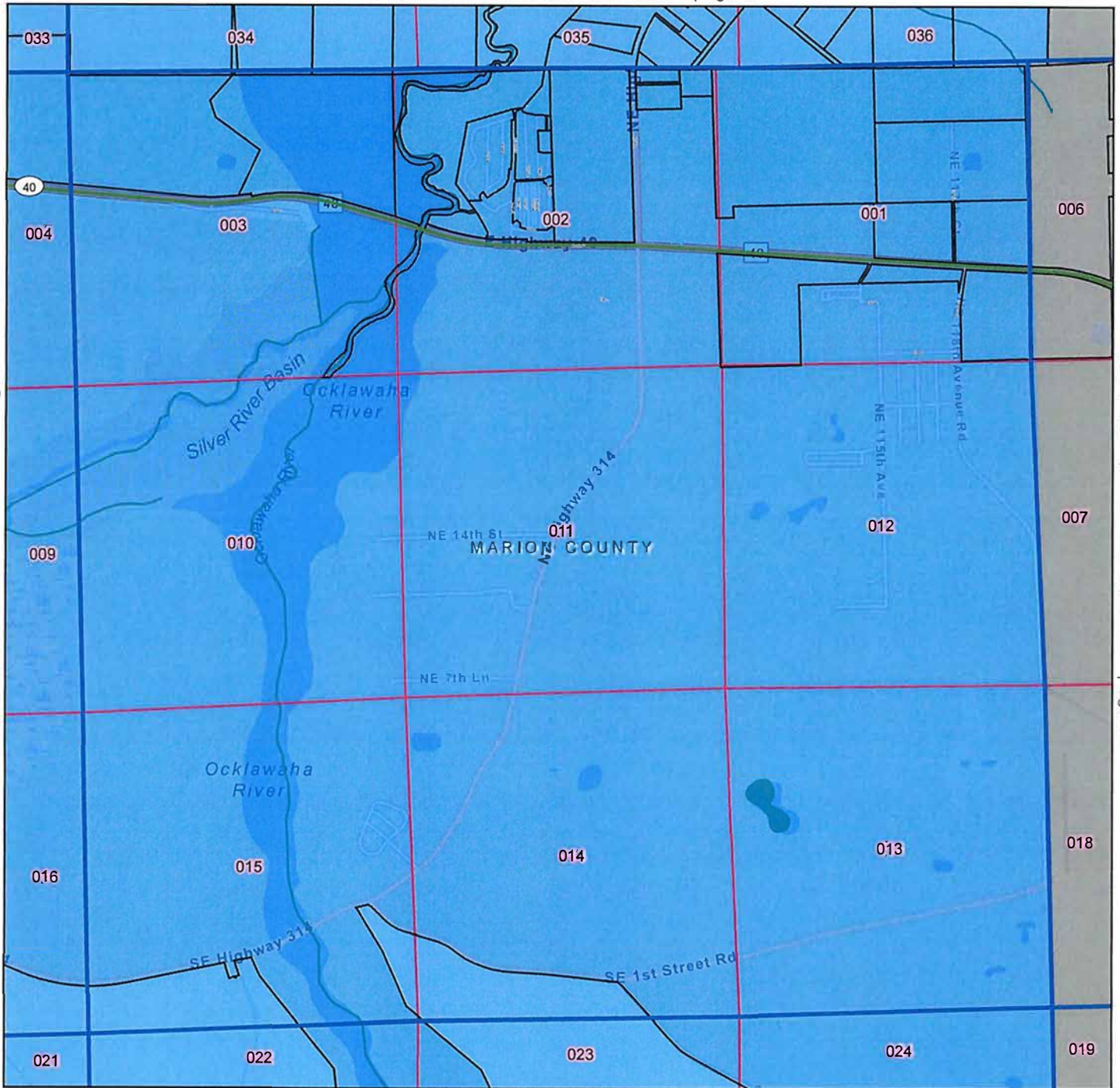
# DUKE ENERGY - OCALA ELECTRIC UTILITY TERRITORIAL AGREEMENT MARION COUNTY, FL



See 14S23E, Southeast Quadrant -- page 9

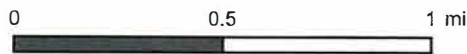
See 15S23E, Northwest Quadrant -- page 13

See 15S24E, Northwest Quadrant -- page 15



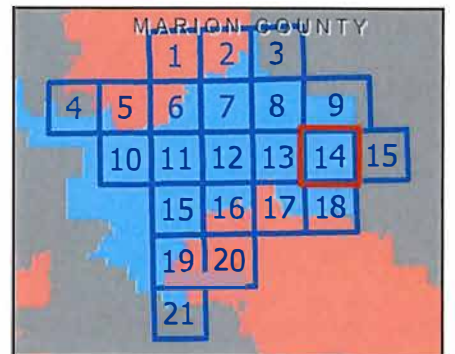
See 15S23E, Southeast Quadrant -- page 18

**Quadrant:** Northeast  
**Township:** 15S  
**Range:** 23E  
**County:** MARION



### Service Territory

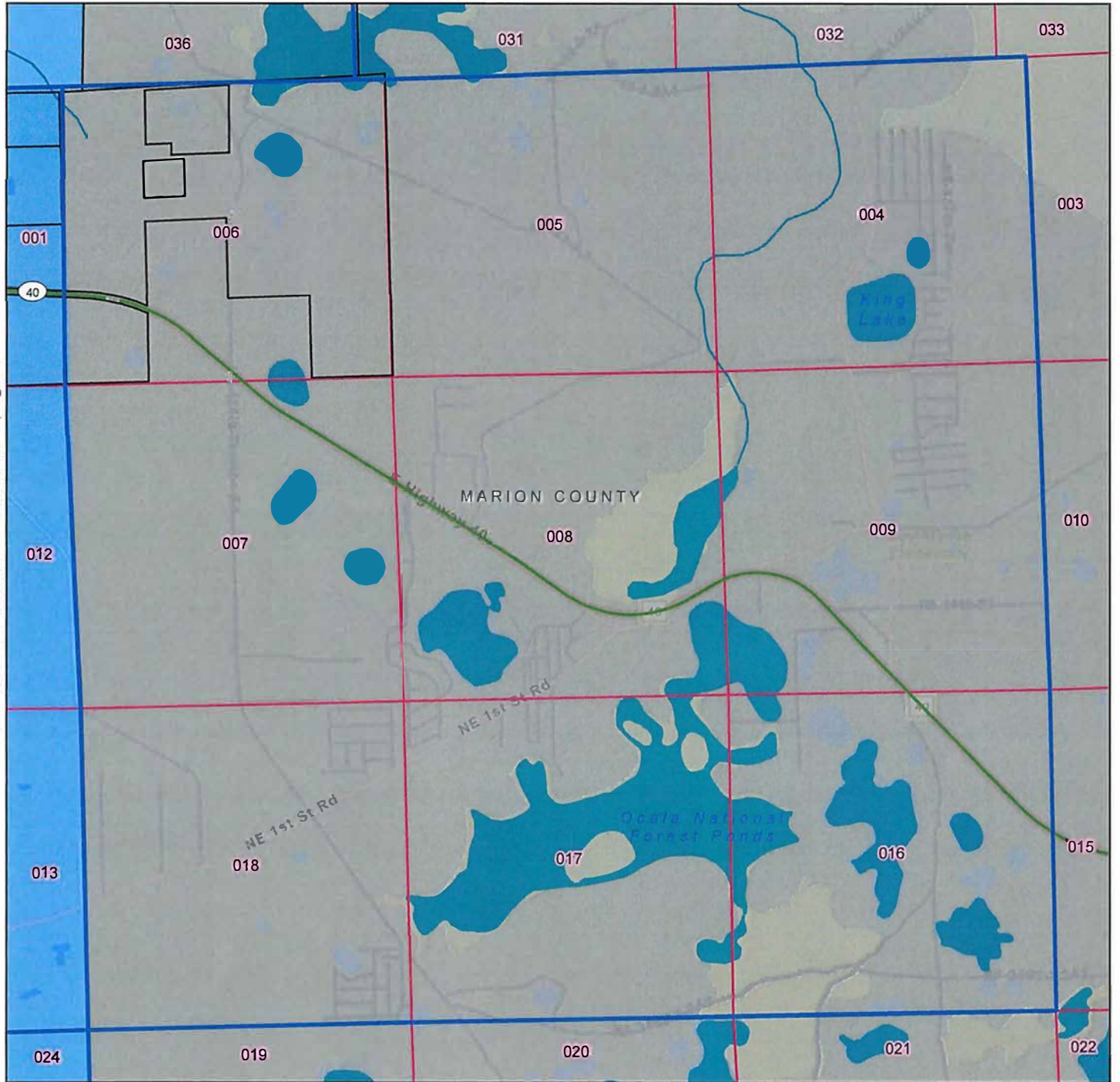
- Duke Energy Florida
- Ocala Electric Utility
- Not Part of Agreement
- Map Grid
- Section
- Parcels
- City Boundary
- County
- Water
- Interstate
- US Highway
- Major Road
- Rail



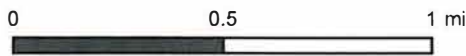
# DUKE ENERGY - OCALA ELECTRIC UTILITY TERRITORIAL AGREEMENT MARION COUNTY, FL



See 15S23E, Northeast Quadrant -- page 14

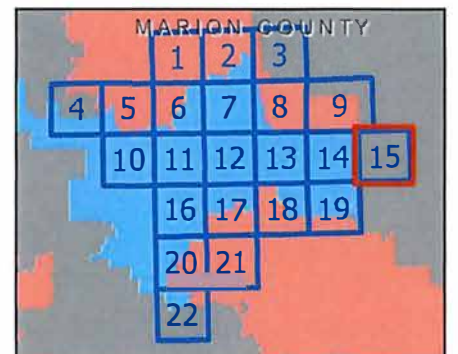


**Quadrant:** Northwest  
**Township:** 15S  
**Range:** 24E  
**County:** MARION



### Service Territory

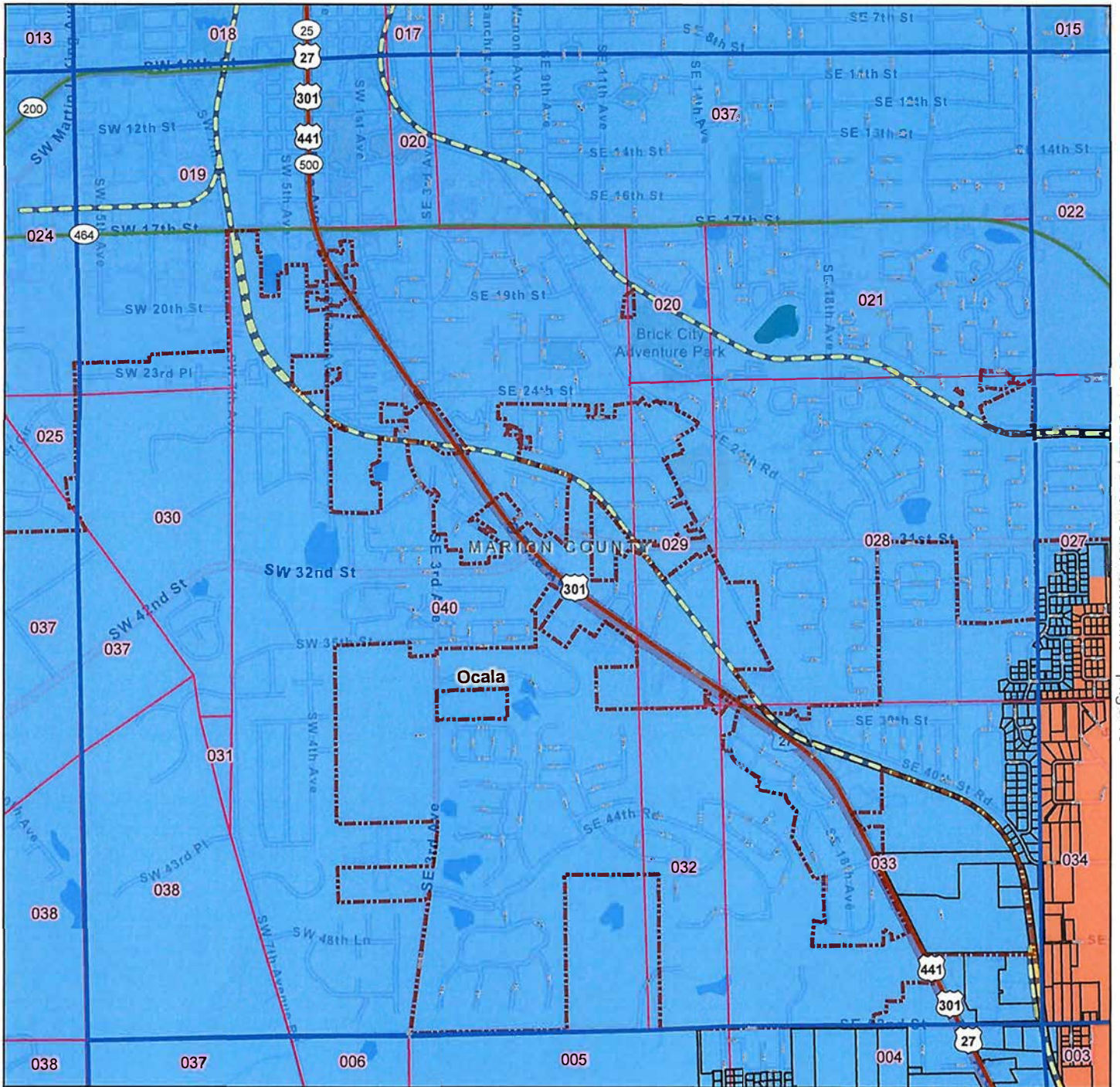
- Duke Energy Florida
- Ocala Electric Utility
- Not Part of Agreement
- Map Grid
- Section
- Parcels
- City Boundary
- County
- Water
- Interstate
- US Highway
- Major Road
- Rail



# DUKE ENERGY - OCALA ELECTRIC UTILITY TERRITORIAL AGREEMENT MARION COUNTY, FL



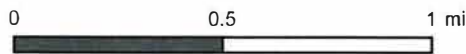
See 15S22E, Northwest Quadrant -- page 11



See 15S22E, Southeast Quadrant -- page 16

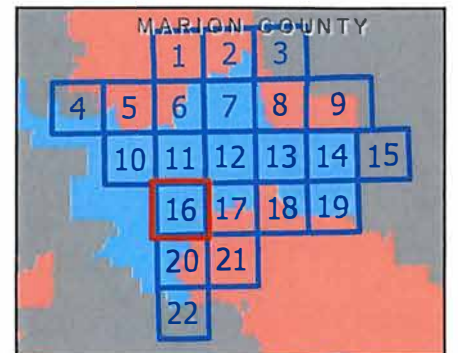
See 16S22E, Northwest Quadrant -- page 19

**Quadrant:** Southwest  
**Township:** 15S  
**Range:** 22E  
**County:** MARION



### Service Territory

- Duke Energy Florida
- Ocala Electric Utility
- Not Part of Agreement
- Map Grid
- Section
- Parcels
- City Boundary
- County
- Water
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- US Highway
- Major Road
- Rail



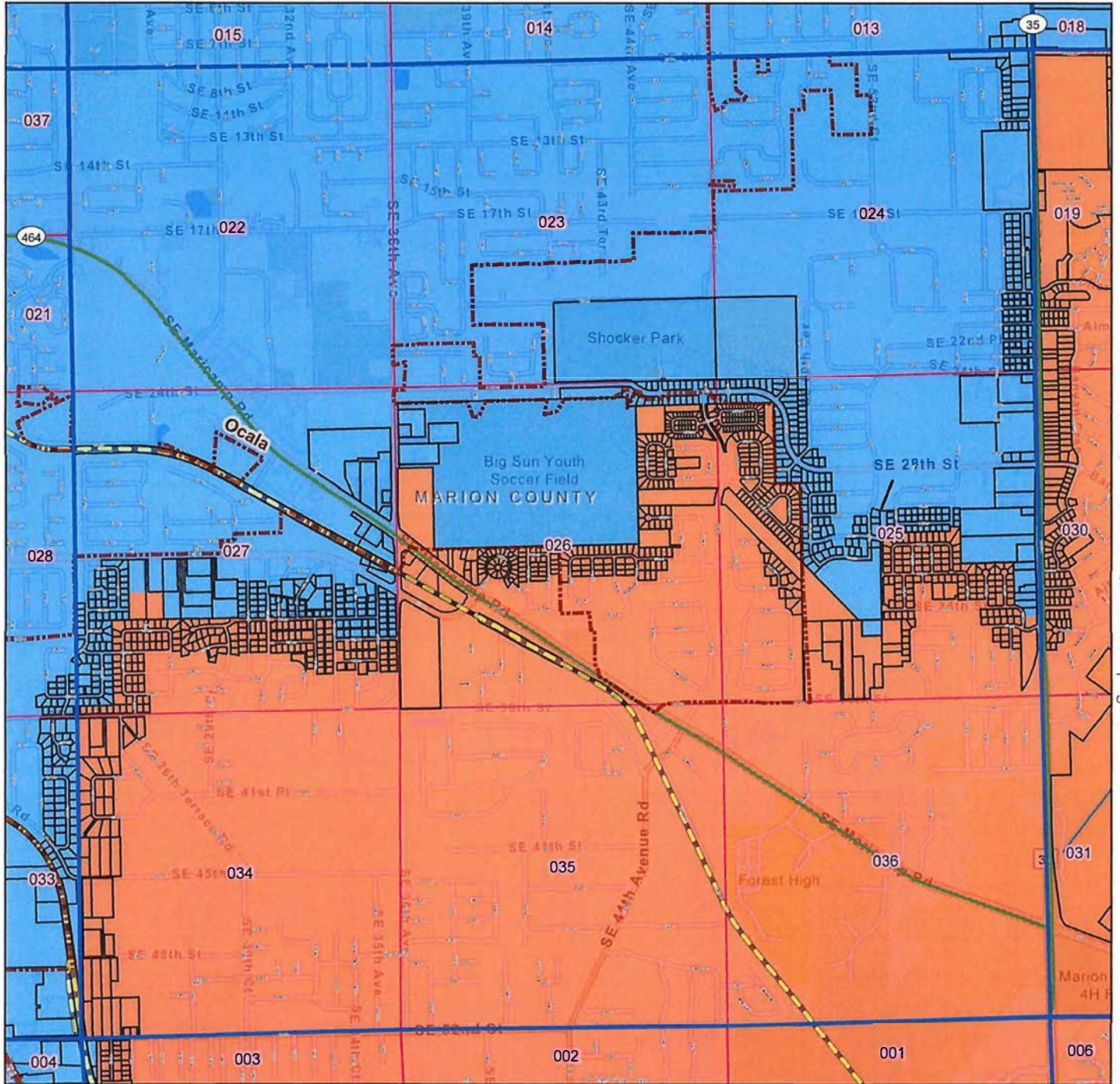
# DUKE ENERGY - OCALA ELECTRIC UTILITY TERRITORIAL AGREEMENT MARION COUNTY, FL



See 15S22E, Northeast Quadrant -- page 12

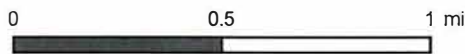
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See 15S23E, Southwest Quadrant -- page 17



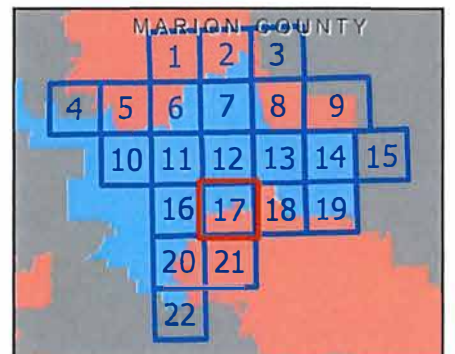
See 16S22E, Northeast Quadrant -- page 20

**Quadrant:** Southeast  
**Township:** 15S  
**Range:** 22E  
**County:** MARION

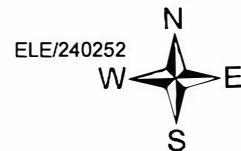


### Service Territory

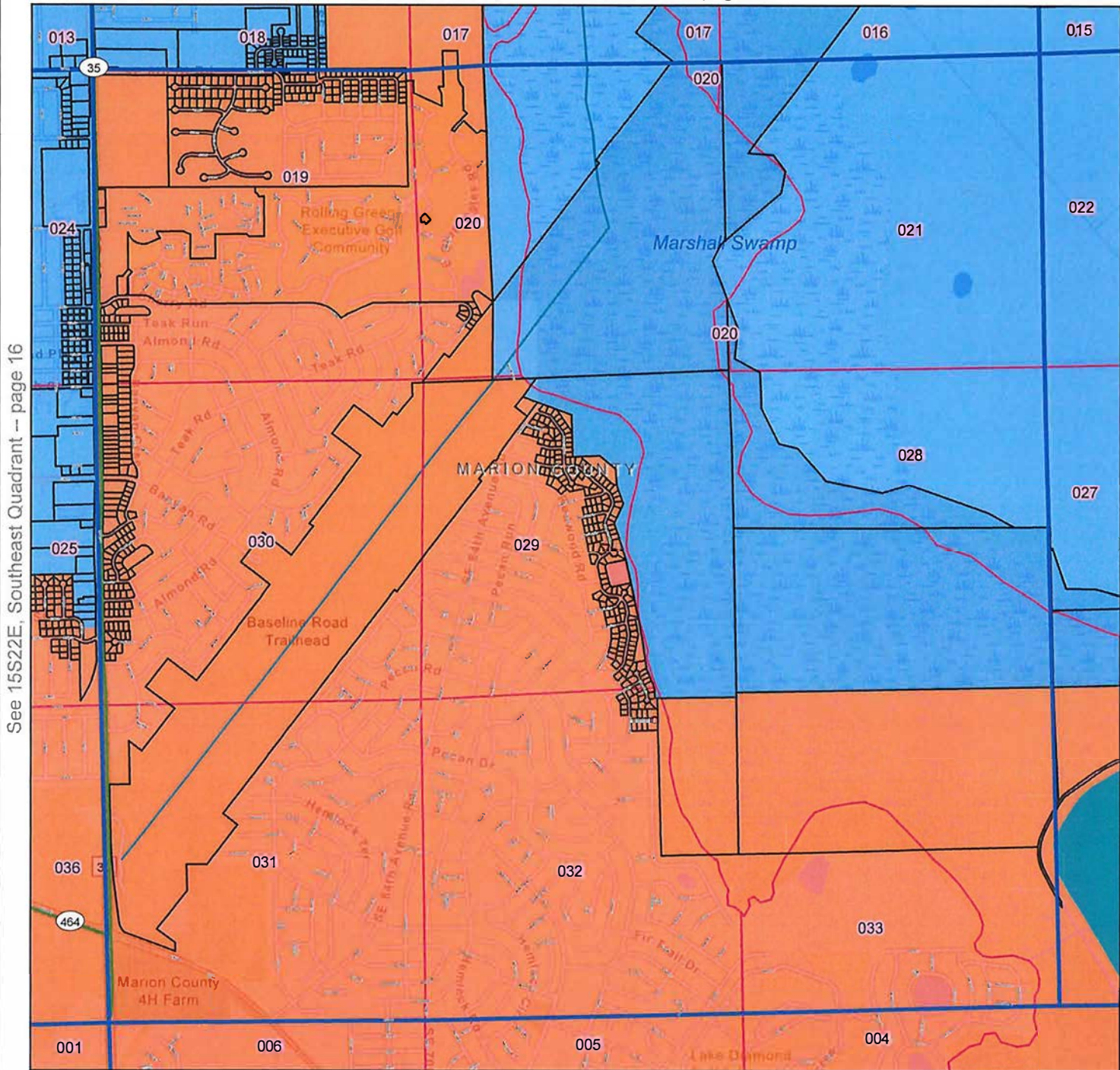
- Duke Energy Florida
- Ocala Electric Utility
- Not Part of Agreement
- Map Grid
- Section
- Parcels
- City Boundary
- County
- Water
- Interstate
- US Highway
- Major Road
- Rail



# DUKE ENERGY - OCALA ELECTRIC UTILITY TERRITORIAL AGREEMENT MARION COUNTY, FL



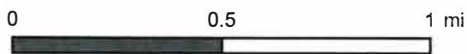
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See 15S22E, Southeast Quadrant -- page 16

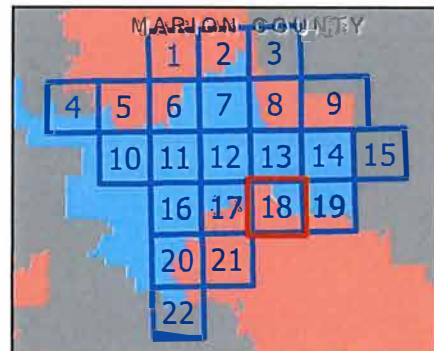
See 15S23E, Southeast Quadrant -- page 18

**Quadrant:** Southwest  
**Township:** 15S  
**Range:** 23E  
**County:** MARION

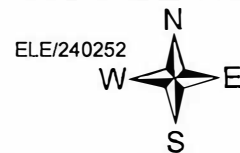


### Service Territory

- Duke Energy Florida
- Ocala Electric Utility
- Not Part of Agreement
- Map Grid
- Section
- Parcels
- City Boundary
- County
- Water
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- Rail

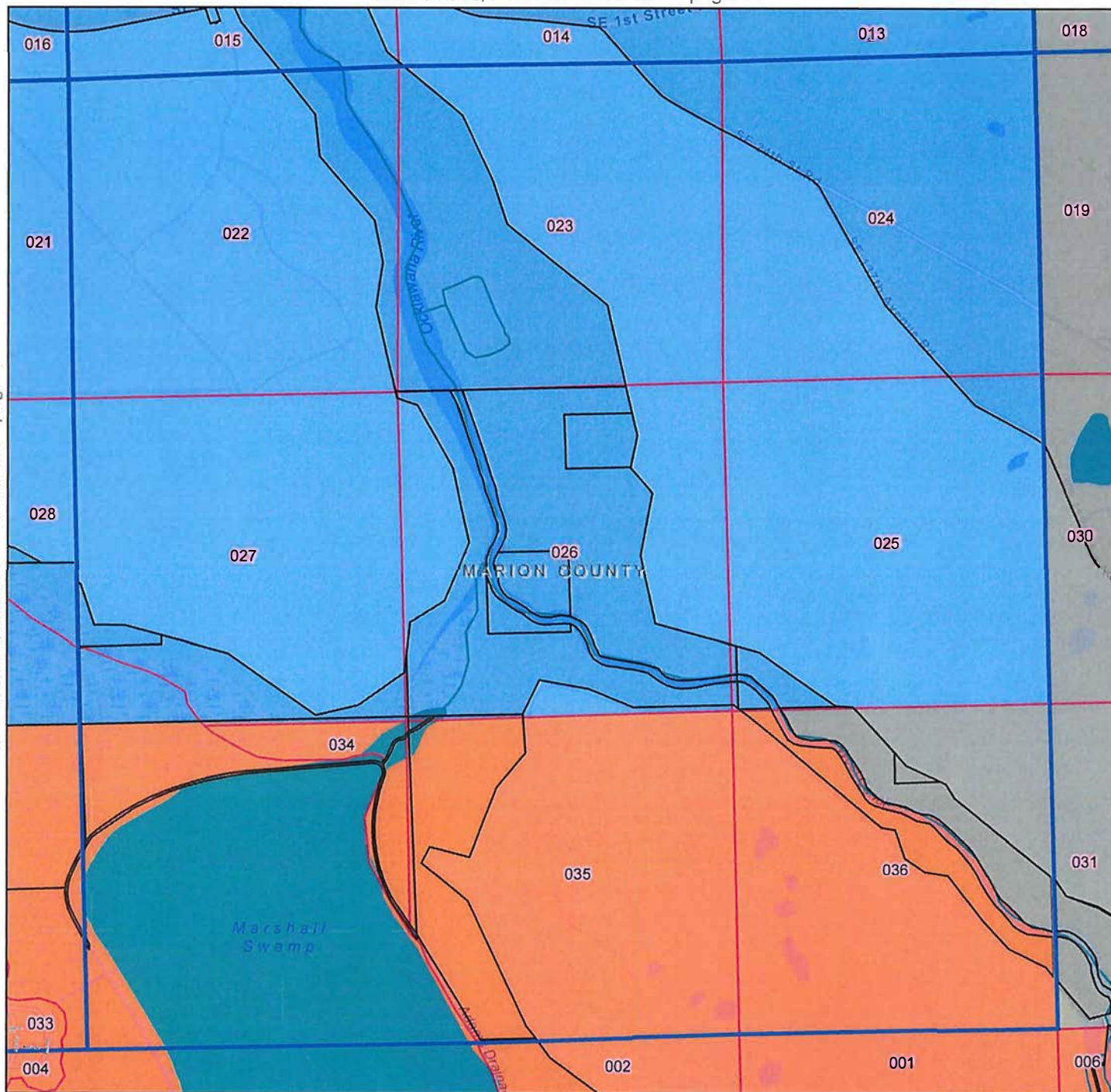


# DUKE ENERGY - OCALA ELECTRIC UTILITY TERRITORIAL AGREEMENT MARION COUNTY, FL

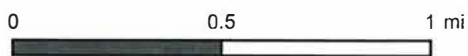


See 15S23E, Northeast Quadrant -- page 14

See 15S23E, Southwest Quadrant -- page 17

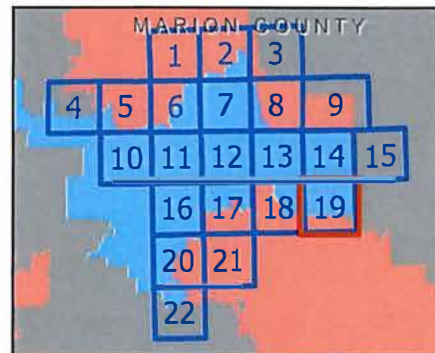


**Quadrant:** Southeast  
**Township:** 15S  
**Range:** 23E  
**County:** MARION



### Service Territory

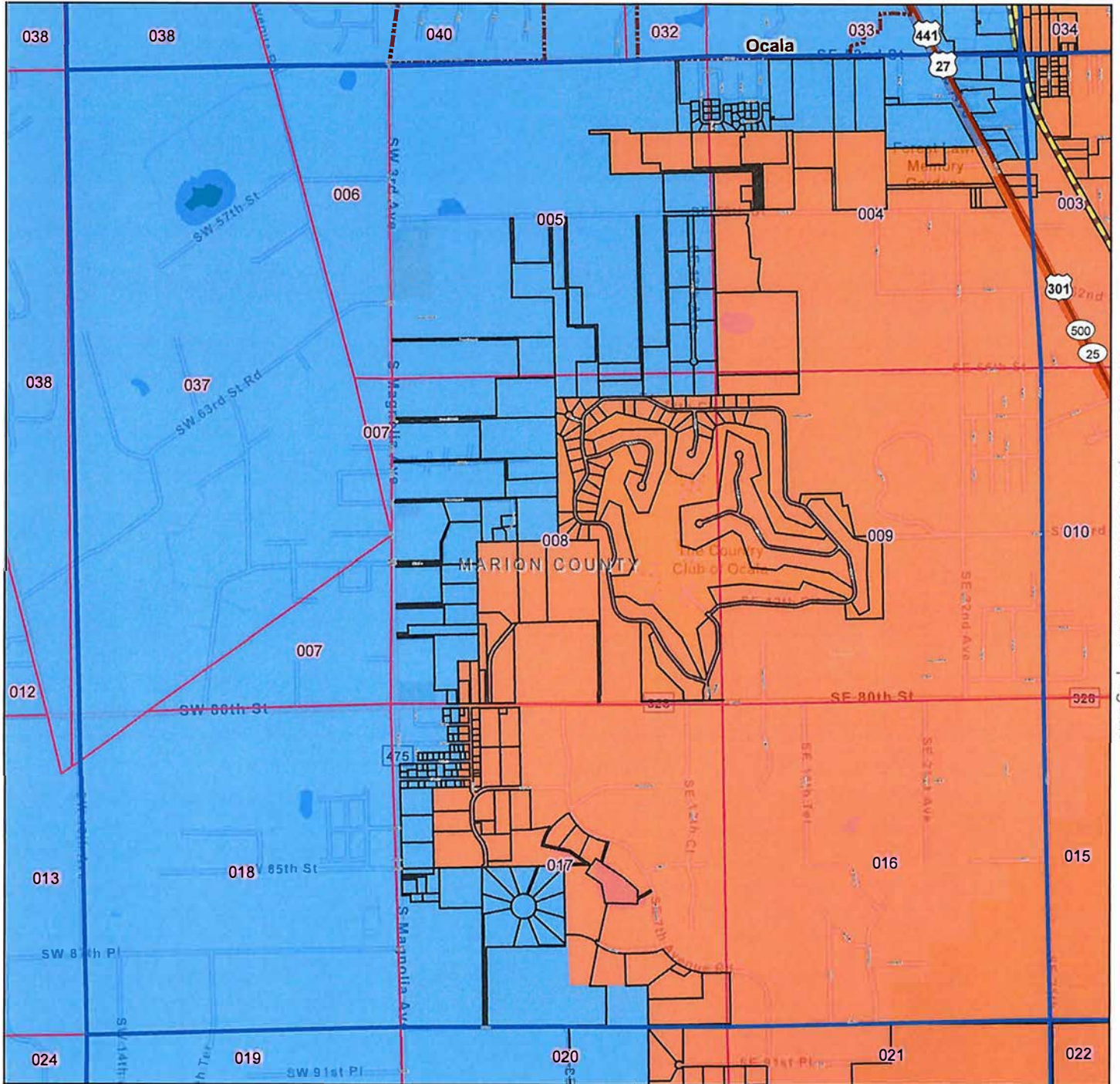
- Duke Energy Florida
- Ocala Electric Utility
- Not Part of Agreement
- Map Grid
- Section
- Parcels
- City Boundary
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- US Highway
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# DUKE ENERGY - OCALA ELECTRIC UTILITY TERRITORIAL AGREEMENT MARION COUNTY, FL

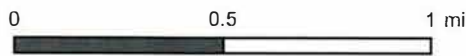


See 15S22E, Southwest Quadrant -- page 15



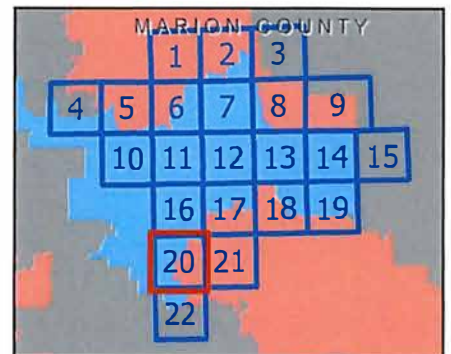
See 16S22E, Southwest Quadrant -- page 21

**Quadrant:** Northwest  
**Township:** 16S  
**Range:** 22E  
**County:** MARION



### Service Territory

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



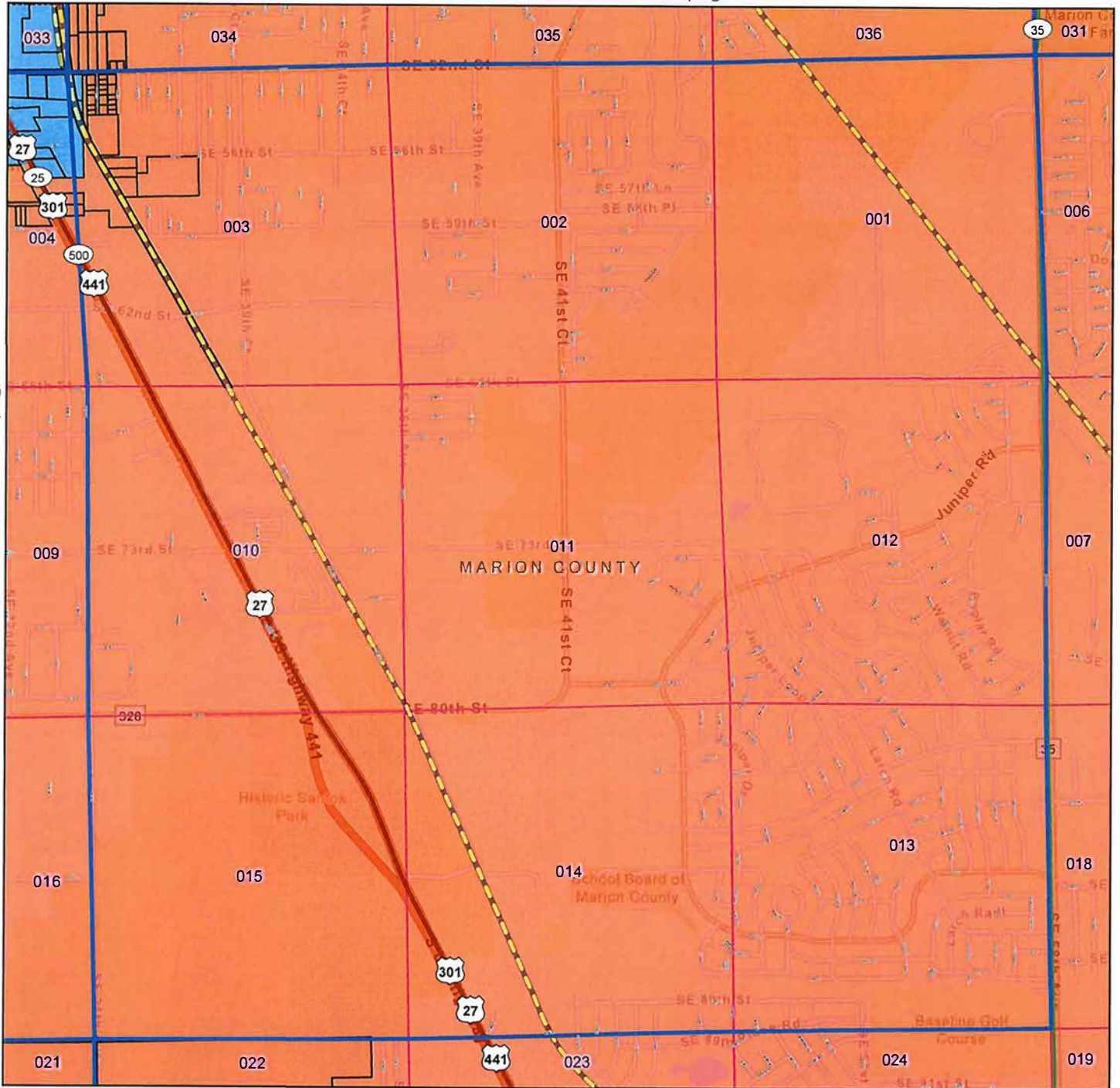
See 16S22E, Northeast Quadrant -- page 20

# DUKE ENERGY - OCALA ELECTRIC UTILITY TERRITORIAL AGREEMENT MARION COUNTY, FL

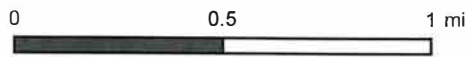


See 15S22E, Southeast Quadrant -- page 16

See 16S22E, Northwest Quadrant -- page 19

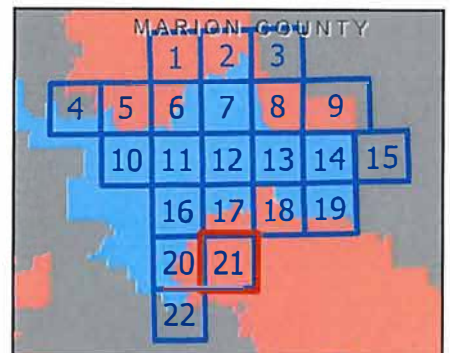


**Quadrant:** Northeast  
**Township:** 16S  
**Range:** 22E  
**County:** MARION



### Service Territory

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

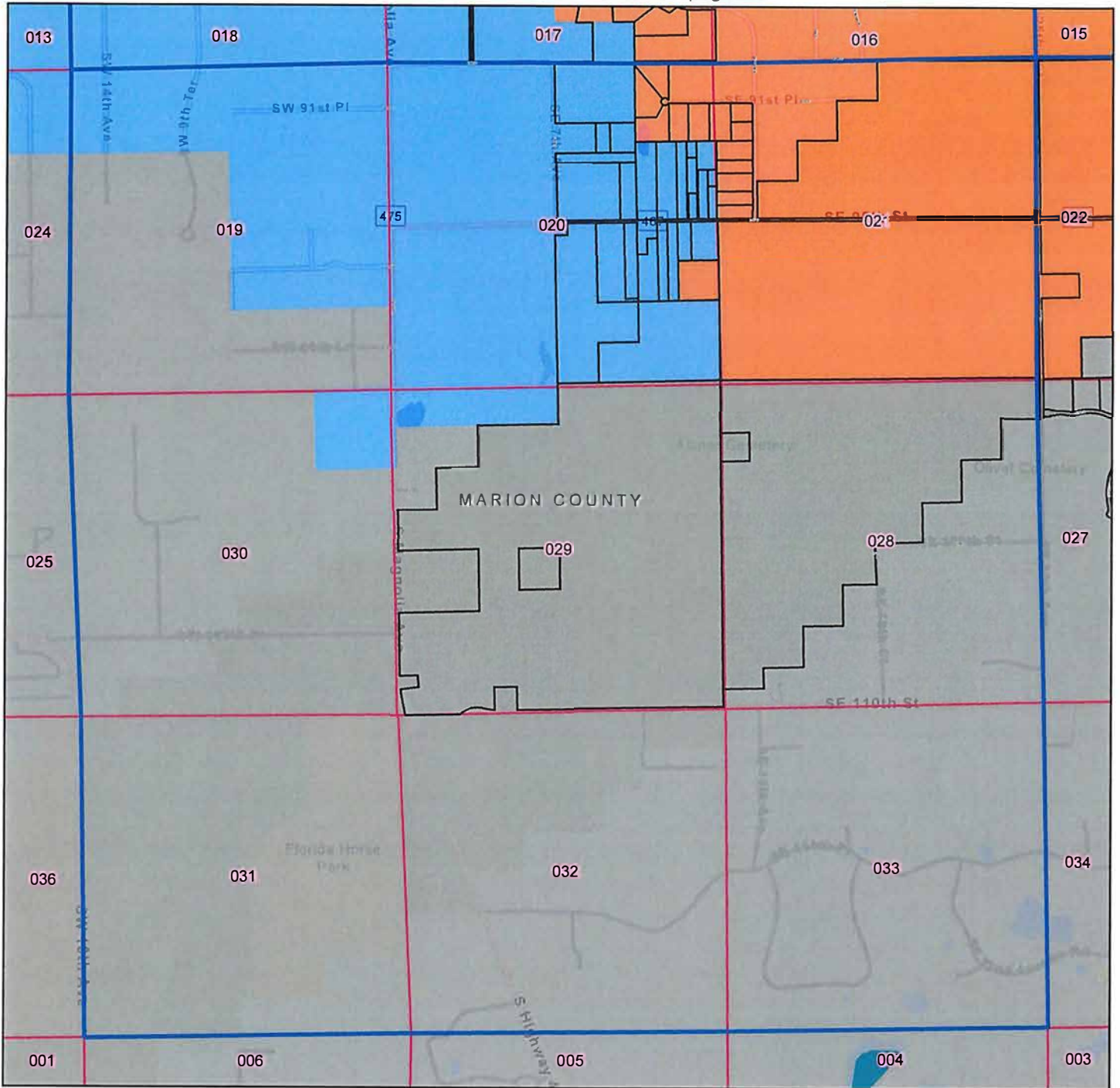




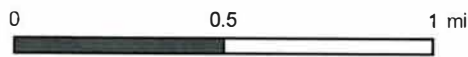
# DUKE ENERGY - OCALA ELECTRIC UTILITY TERRITORIAL AGREEMENT MARION COUNTY, FL



See 16S22E, Northwest Quadrant -- page 19

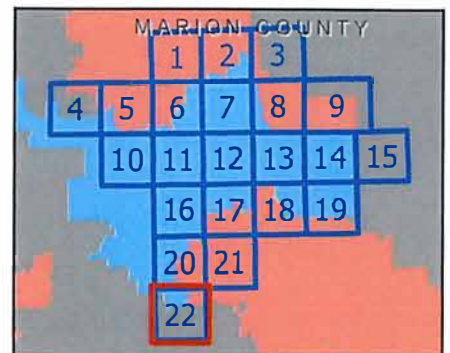


**Quadrant:** Southwest  
**Township:** 16S  
**Range:** 22E  
**County:** MARION



### Service Territory

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





## **EXHIBIT B**

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# **WRITTEN DESCRIPTIONS OF THE TERRITORIAL AREAS SERVED IN MARION COUNTY**

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**Written Description of the Territorial Boundary Lines\*****EXHIBIT D**

Map Page	County	Township/ Range	Section(s)	Description/Notes
1	Marion	T14S, R22E	4, 5, 6, 7, 8, 9, 16, 17, 18	The entire section is served by DEF. No areas are served by OEU.
2	Marion	T14S, R22E	1, 2, 3, 10, 11	The entire section is served by DEF. No areas are served by OEU.
2	Marion	T14S, R22E	12	OEU serves the large rectangular parcel in the section. The remainder of the section is served by DEF.
2	Marion	T14S, R22E	13	The entire section is served by OEU. No areas are served by DEF.
2	Marion	T14S, R22E	14	OEU serves three parcels in the southwestern quarter of the section. OEU also serves three parcels in the eastern half of the section. DEF serves the northwest quarter of the section as well as one parcel in the southwestern quarter. DEF also serves the northwestern quarter of the eastern half of the section.
2	Marion	T14S, R22E	15	DEF serves west of the railroad. DEF also serves the northern half of the section. OEU serves the southern half of the section east of the railroad.
3	Marion	T14S, R23E	4, 5, 6, 7, 8, 9, 16, 17, 18	This section is Not Part of this Agreement.
4	Marion	T14S, R21E	19	This section is Not Part of this Agreement.
4	Marion	T14S, R21E	20, 21, 28	DEF serves all areas that Part of this Agreement. No areas are served by OEU.
4	Marion	T14S, R21E	29	This section is Not Part of this Agreement.
4	Marion	T14S, R21E	30	OEU serves all areas that Part of this Agreement. No areas are served by DEF.
4	Marion	T14S, R21E	31, 32, 33	The entire section is served by OEU. No areas are served by DEF.

If there are any discrepancies between Exhibit A and Exhibit D, then the territorial boundary maps in Exhibit A shall prevail.

**Written Description of the Territorial Boundary Lines\*****EXHIBIT D**

5	Marion	T14S, R21E	22, 23, 24, 25, 26	The entire section is served by DEF. No areas are served by OEU.
5	Marion	T14S, R21E	27	OEU serves six parcels adjacent to the west side of Interstate 75. OEU also serves two parcels in the southern half of the section. DEF serves the remainder of the section.
5	Marion	T14S, R21E	34	OEU serves west of Interstate 75. DEF serves east of Interstate 75.
5	Marion	T14S, R21E	35	The entire section is served by DEF except for the portion of the section west of Interstate 75
5	Marion	T14S, R21E	36	DEF serves the northern half of the section. DEF also serves west of the railroad tracks in the northwestern half of the southern half of the section. DEF also serves thirty-six parcels in the northern half of the southern half of the section, east of the railroad tracks. OEU serves the remainder of the section, including the southern half of the southern half west of the railroad tracks and east of 500.
6	Marion	T14S, R22E	19	The entire section is served by DEF. No areas are served by OEU.
6	Marion	T14S, R22E	20	DEF serves the entire section except for the four parcels adjacent to the eastern section line that are served by OEU.
6	Marion	T14S, R22E	21	DEF serves the entire section except for the six parcels in the northwestern quarter of the section and the large parcel adjacent to the western section line in the southern half of the section that are served by OEU.
6	Marion	T14S, R22E	28	The entire section is served by OEU. No areas are served by DEF.
6	Marion	T14S, R22E	29	DEF serves the northern half of the northern half of the section. DEF also serves the western half of the section except for the seven parcels that are served by OEU. OEU also serves the eastern half of the section except where DEF serves in the northern half of the northern half.
6	Marion	T14S, R22E	30	The entire section is served by DEF. No areas are served by OEU.
6	Marion	T14S, R22E	31	DEF serves the northern half of the section as well as two parcels in the southern half of the section. OEU serves the southern half of the section except for the two parcels that are served by OEU.

If there are any discrepancies between Exhibit A and Exhibit D, then the territorial boundary maps in Exhibit A shall prevail.

**Written Description of the Territorial Boundary Lines\*****EXHIBIT D**

6	Marion	T14S, R22E	32	The entire section is served by OEU except for the parcels in the northwestern quarter of the section that are served by DEF.
6	Marion	T14S, R22E	33	The entire section is served by OEU. No areas are served by DEF.
7	Marion	T14S, R22E	22, 23, 24, 25, 26, 27, 34, 35, 36	The entire section is served by OEU. No areas are served by DEF.
8	Marion	T14S, R23E	19	OEU serves the western half of the section except for the eleven parcels in the northwestern quarter of the section that are served by DEF. DEF serves the eastern half of the section.
8	Marion	T14S, R23E	20, 21, 28, 29, 30, 31, 32, 33	The entire section is served by OEU. No areas are served by DEF.
9	Marion	T14S, R23E	22, 23, 24, 25, 26, 27, 34, 35, 36	OEU serves all areas that Part of this Agreement. No areas are served by DEF.
10	Marion	T15S, R21E	1, 2, 3, 10, 11, 12, 13, 14, 15	The entire section is served by OEU. No areas are served by DEF.
11	Marion	T14S, R22E	4, 5, 6, 7, 8, 9, 16, 17, 18	The entire section is served by OEU. No areas are served by DEF.
12	Marion	T15S, R22E	1, 2, 3, 10, 11, 12, 13, 14, 15	The entire section is served by OEU. No areas are served by DEF.
13	Marion	T15S, R23E	4, 5, 6, 7, 8, 9, 16	The entire section is served by OEU. No areas are served by DEF.
13	Marion	T15S, R23E	17	OEU serves the entire section except for the two parcels in the southwestern corner that are served by DEF.
13	Marion	T15S, R23E	18	OEU serves the entire section except for the parcel in the southeastern corner that is served by DEF.
14	Marion	T15S, R23E	1, 2, 3, 10, 11, 12, 13, 14, 15	The entire section is served by OEU. No areas are served by DEF.
15	Marion	T15S, R24E	4, 5, 6, 7, 8, 9, 16, 17, 18	This section is Not Part of this Agreement.

If there are any discrepancies between Exhibit A and Exhibit D, then the territorial boundary maps in Exhibit A shall prevail.

**Written Description of the Territorial Boundary Lines\*****EXHIBIT D**

16	Marion	T15S, R22E	19, 20, 21, 28, 29, 30, 31, 32, 33, 37, 38, 40	The entire section is served by OEU. No areas are served by DEF.
17	Marion	T15S, R22E	22, 23, 24	The entire section is served by OEU. No areas are served by DEF.
17	Marion	T15S, R22E	25	OEU serves the northern half of the section except for the development in the western half of the western half of the section that is served by DEF. OEU also serves @ thirty-two parcels in the eastern half of the southwestern half of the section. OEU also serves nine parcels in the eastern half of the southeastern half of the section. The remainder of the section is served by DEF.
17	Marion	T15S, R22E	26	OEU serves the northwestern half of the section except for one parcel that is served by DEF. OEU also serves the western half of the northwestern half of the section. The remainder of the section is served by DEF.
17	Marion	T15S, R22E	27	OEU serves the northern half of the section except for two parcels that are served by DEF. DEF serves the southern half of the section except for the southwestern quarter that is served by OEU. OEU also serves eighteen parcels in the southeastern quarter of the section.
17	Marion	T15S, R22E	34, 35, 36	The entire section is served by DEF. No areas are served by OEU.
18	Marion	T15S, R23E	19	The entire section is served by DEF. No areas are served by OEU.
18	Marion	T15S, R23E	20	DEF serves the western half of the western half of the section. OEU serves the eastern half of the western half of the section. OEU also serves the eastern half of the section.
18	Marion	T15S, R23E	21, 28	The entire section is served by OEU. No areas are served by DEF.
18	Marion	T15S, R23E	29	DEF serves the western half of the section. OEU serves the eastern half of the section.
18	Marion	T15S, R23E	30, 31, 32, 33	The entire section is served by DEF. No areas are served by OEU.
19	Marion	T15S, R23E	22, 23, 24, 25, 26, 27	The entire section is served by OEU. No areas are served by DEF.

If there are any discrepancies between Exhibit A and Exhibit D, then the territorial boundary maps in Exhibit A shall prevail.

**Written Description of the Territorial Boundary Lines\*****EXHIBIT D**

19	Marion	T15S, R23E	34, 35	The entire section is served by DEF. No areas are served by OEU.
19	Marion	T15S, R23E	36	DEF serves all areas that Part of this Agreement. No areas are served by OEU.
20	Marion	T16S, R22E	4	OEU serves the northern half of the northern half of the section. DEF serves the southern half of the northern half of the section. DEF also serves the southern half of the section.
20	Marion	T16S, R22E	5	OEU serves the entire section except for the three parcels in the northeastern quadrant that are served by DEF.
20	Marion	T16S, R22E	6, 7	The entire section is served by OEU. No areas are served by DEF.
20	Marion	T16S, R22E	8	OEU serves the western half of the section except for ten parcels that are served by DEF. DEF also serves the eastern half of the section.
20	Marion	T16S, R22E	9, 16	The entire section is served by DEF. No areas are served by OEU.
20	Marion	T16S, R22E	17	DEF serves the northern half of the section except for the parcels in the northwestern quarter that are served by OEU as well as the parcels adjacent to the western section line. OEU also serves the southwestern half of the section as well as one parcel in the southeastern section. The remainder of the section is served by DEF.
20	Marion	T16S, R22E	18	The entire section is served by DEF. No areas are served by OEU.
21	Marion	T16S, R22E	1, 2, 3, 10, 11, 12, 13, 14, 15	The entire section is served by DEF. No areas are served by OEU.
22	Marion	T16S, R22E	19	OEU serves all areas that Part of this Agreement. No areas are served by DEF.
22	Marion	T16S, R22E	20	OEU serves the entire section except for the seven parcels that are served by DEF.
22	Marion	T16S, R22E	21	The entire section is served by DEF. No areas are served by OEU.

If there are any discrepancies between Exhibit A and Exhibit D, then the territorial boundary maps in Exhibit A shall prevail.



**Written Description of the Territorial Boundary Lines\*****EXHIBIT D**

22	Marion	T16S, R22E	28	This section is Not Part of this Agreement.
22	Marion	T16S, R22E	29, 30	OEU serves all areas that Part of this Agreement. No areas are served by DEF.
22	Marion	T16S, R22E	31, 32, 33	This section is Not Part of this Agreement.

If there are any discrepancies between Exhibit A and Exhibit D, then the territorial boundary maps in Exhibit A shall prevail.

## EXHIBIT C

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**EXTRA-TERRITORIAL CUSTOMERS  
SERVED BY  
DUKE ENERGY FLORIDA  
AND SUBJECT TO TRANSFER TO  
THE CITY OF OCALA**

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**EXHIBIT C**

**EXTRA-TERRITORIAL CUSTOMERS SERVED BY DUKE ENERGY  
AND SUBJECT TO TRANSFER TO THE CITY OF OCALA**

No.	Premise Address	Customer Type	County	Premise No.
1.	390 NE 42 <sup>ND</sup> STREET, OCALA, FL 34479	RESIDENTIAL	MARION	5204500651

## **EXHIBIT D**

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**EXTRA-TERRITORIAL CUSTOMERS  
SERVED BY  
THE CITY OF OCALA  
AND SUBJECT TO TRANSFER TO  
DUKE ENERGY FLORIDA**

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**EXHIBIT D**

**EXTRA-TERRITORIAL CUSTOMERS SERVED BY THE CITY OF  
OCALA AND SUBJECT TO TRANSFER TO DUKE ENERGY**

No	Premise Address	Customer Type	County	ID
1.	1274 NE 70 <sup>TH</sup> STREET, OCALA, FL 34479	COMMERCIAL	MARION	556357
2.	1274 NE 70 <sup>TH</sup> STREET, OCALA, FL 34479	COMMERCIAL	MARION	511028
3.	1672 NE 70TH STREET, OCALA, FL 34479	RESIDENTIAL	MARION	529275 (114002)
4.	1672 NE 70TH STREET, OCALA, FL 34479	RESIDENTIAL	MARION	529275 (117404)
5.	1672 NE 70TH STREET, OCALA, FL 34479	RESIDENTIAL	MARION	529275 (329128)
6.	3400 NW 35th STREET ROAD, OCALA, FL 34479	COMMERCIAL	MARION	512419

## EXHIBIT E

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

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\_\_\_\_\_, 2023

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XXX NE 42<sup>ND</sup> STREET  
Ocala, FL 34479

Dear Customer:

To ensure that electric utilities in Florida, such as Duke Energy Florida (DEF), 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.

In an effort to efficiently serve the customers in your area, we will soon enter into a territorial agreement with The City of Ocala 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 Florida Public Service Commission (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 The City of Ocala to provide electric service in your area and your account would be transferred to The City of Ocala, through the Ocala Electric Utility Company. You will not need to do anything to initiate this transfer as DEF and Ocala will handle all of the arrangements on your behalf.

To provide you a rate comparison, in November 2023, the residential rate of Duke for 1,000 Kilowatt Hours (KWH) was \$172.15. For the same month, the residential rate of the Ocala Electric Utility Company for 1,000 KWH was \$\_\_\_\_\_. The rates of both utilities are subject to periodic change and may be raised or lowered in the future.

Please contact me if you have any questions or concerns about the proposed transfer of your service to the Ocala Electric Utility Company, or if you would like information about contacting the FPSC. You can reach me by phone at 727-820-5846.

Sincerely,

Luisa Walsh  
Territorial Program Manager  
Duke Energy



Xxxxxxx xx, 2023

xxxxx xxxxx  
xxxx NE 70<sup>th</sup> St.  
Ocala, FL 34479

Dear Customer:

Duke Energy Florida (DEF) and The City of Ocala Electric Utility (OEU) have entered into a new territorial agreement that designates electric service boundary lines for both electric utilities in and around the City of Ocala and Marion County. The new agreement comes after negotiating changes to the previous agreement and will be sent to the Florida Public Service Commission (FPSC) for approval.

To make the process easy and simple for their respective customers and members, the utilities have agreed not to transfer any customers immediately. If approved by the FPSC, your electric service will be transferred to DEF when both utilities agree it is reasonably practical to make the transfer. You will be notified prior to any transfer. Neither utility will impose any additional burden on the transferred customers, such as an increased deposit.

This territorial agreement will enable each electric utility to service its customers more reliably and economically. The FPSC recognizes the benefits of territorial agreements and encourages utilities to enter into this type of agreement to avoid duplication of electric facilities and unsafe conditions.

To provide you with a rate comparison, in November 2023, the residential rate of Duke for 1,000 Kilowatt Hours (KWH) was \$172.15. For the same month, the residential rate of the City of Ocala for 1,000 KWH was \$162.64. The rates of both utilities are subject to periodic change and may be raised or lowered in the future.

If you have any questions or concerns about the agreement, please contact me at (352) 351-6600.

Sincerely,

Doug Peebles  
Director, Electric Utility  
Ocala Electric Utility