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March 10, 2025

VIA ELECTRONIC FILING

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

Re: *Re: Joint Petition for Approval of Territorial Agreement in Dixie, Gilchrist, Levy, Marion, and Alachua Counties by Central Florida Electric Cooperative and Duke Energy Florida, LLC.*; Docket No. 20250030-EU

Dear Mr. Teitzman:

On behalf of Duke Energy Florida, LLC (“DEF”) and Central Florida Electric Cooperative (“CFEC”), please find enclosed for electronic filing in the above-referenced docket, DEF and CFEC’s Response to Staff’s First Data Request (Nos. 1-10).

Thank you for your assistance in this matter. If you have any questions concerning this filing, please feel free to contact me at (850) 521-1428.

Sincerely,

/s/ Stephanie A. Cuello

Stephanie A. Cuello

SAC/clg
Enclosures

cc: Devan Prewett and Michael Barrett

Duke Energy Florida, LLC's ("DEF") Response to Florida Public Service Commission's ("FPSC") First Data Request (Nos. 1-10) re. Joint Petition for Approval of Territorial Agreement Dixie, Gilchrist, Levy, Marion, and Alachua Counties by Central Florida Electric Cooperative and Duke Energy Florida, LLC.

Docket No. 20250030-EU

1. Paragraph 4 of the Joint Petition (Petition) states, in part, that "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 this Agreement delineating their respective service boundaries in Dixie, Gilchrist, Levy, Marion and Alachua counties." Section 0.9 of the proposed territorial agreement also reflects similar language.
 - a. The parties have indicated that the proposed territorial agreement will result in the transfer of 256 customers currently receiving electric service to the other utility. Please provide the analysis that demonstrates the proposed territorial agreement will result in the avoidance of uneconomic duplication of facilities and wasteful expenditures. Include all relevant comparative cost and engineering analyses, electric service area load growth projections, and summary documentation. If the purchase and re-use of existing facilities are expected, please specify in as much detail as may be available the extent of such re-use.
 - b. Please explain how the proposed territorial agreement best protects public health and safety from potentially hazardous conditions and provide any examples that will be avoided by this agreement.
 - c. Please address how the proposed boundary change will not impair the provision of reliable electric services for current or future ratepayers of either utility.
 - d. Section 0.4 indicates that the parties' prior territorial agreements expired in 2007 and 2014, but are still in effect without notice of termination by either party for the intervening years. Please explain the specific conditions, facts, and circumstances that have motivated the parties to seek approval of a comprehensive territorial agreement at this time.

Response:

- a. As with all territorial agreements, the Parties use a prudent approach reviewing the territorial service areas and boundary lines in order to avoid uneconomic duplication of facilities and wasteful expenditures. The Parties base their approach on several factors including but not limited to (i) the location of each utilities existing facilities and assets in the area relevant to the territorial agreement under review, (ii) the capability of those facilities to serve existing and any projected development in those areas, and (iii) which utility is in the most economic situation to serve the service area relevant to the territorial agreement under review.

For this specific territorial agreement, the Parties focused on which customers were being inadvertently served within the territorial area of the other Party and reducing

or eliminating dangerous conditions. Additionally, each Party continues to research areas within their respective service territories to identify potential future load growth and have collaboratively agreed to leave the existing service boundaries in place in these areas. As to the purchase and/or reuse of existing facilities, each Party will do an engineering study in advance of any customer transfers and any facilities subject to transfer/purchase will be evaluated using the agreed-to methodology as set forth in Section 3.4.

- b. DEF and CFEC have proposed a new territorial agreement in which the respective facilities of each Party have been extensively reviewed in order to reduce or eliminate overlapping wires and facilities that can create hazardous conditions and can increase hazards to utility linemen and the public at large. In the areas/customers that would be subject to transfer should the territorial agreement be approved, there were several areas where the Parties have facilities in coincident locations creating areas of dangerous crossings and overlapping wires. Please see Attachment 1.
 - c. During the review of the service boundaries each utility did an analysis to determine - where feasible and within the respective existing territorial service areas - reliability and potential future load growth. In several areas, customers transferring to DEF will be located closer to the geographically associated substation serving that load which can provide more consistent and reliable electrical service.
 - d. The Parties understand that the Florida Public Service Commission is empowered by the Florida legislature to approve territorial agreements and as a matter of long-standing regulatory policy has encouraged territorial agreements between electric utilities. The Parties believe that based on the Commission's findings, territorial agreements, when properly established and administered by the utilities and actively supervised by the Commission, avoid the uneconomic duplication of facilities, promote safe and efficient operations in rendering electric service provided to customers, and serve the public interest. An updated comprehensive territorial agreement between CFEC and DEF clearly showing defined territories allows for better planning of distribution and transmission capital investments into each respective utilities' territories. CFEC and DEF have been working collaboratively over the last several years to extensively analyze the territorial service boundaries, identify inadvertent service encroachments and make sound engineering and operational decisions. The timing of the submittal of this new proposed territorial agreement is driven by the culmination of those efforts and collaboration.
2. Paragraph 6 of the Petition reflects, in part, that 256 customers (211 from CFEC to DEF and 45 from DEF to CFEC) are proposed to be transferred, and Section 3.1 of the proposed territorial agreement states that affected customers subject to transfer were sent written notification of the proposed agreement and the transfer provisions.

- a. What date or dates were on the notification letters issued to all 211 CFEC to DEF transfer customers (referencing the sample letter from CFEC provided in Exhibit E to the Petition)?
- b. What date or dates were on the notification letters issued to all 45 DEF to CFEC transfer customers (referencing the sample letter from DEF provided in Exhibit E to the Petition)?
- c. Please explain why the CFEC notification letter referenced rate comparisons based on September 2023 rates, which is more than a year prior to the filing date of Petition (February 3, 2025)?
- d. What were the bill amounts and the bill amount differences for CFEC and DEF for residential customers using 1,000 kilowatt-hours of electricity per month:
 1. As of the earliest date(s) shown on the joint petitioners notification letters.
 2. As of the date the Petition was filed (February 3, 2025)?
- e. Considering the size of the bill amount differences reported in the response to Data Request 2.D. above, please identify what options or considerations, if any, the joint petitioners evaluated to mitigate the monthly price difference the CFEC customers transferring to DEF will be subject to paying, if the Petition is approved (e.g., rate freeze for a period of time, step increases, or similar actions).
- f. Pending approval of the Petition, what plans do the joint petitioners intend to implement to respond to customers' concerns (e.g., bill impacts, local control, service disruption, or others). If applicable, provide separate responses for each utility.

Response:

- a. The CFEC customer notification letters were issued on July 3rd, 2024.
- b. The DEF customer notification letters were issued on July 8, 2024
- c. The CFEC customer notification letters were issued on July 3rd, 2024, with June 2024 rates. The September 2023 reference was a typographical error.
- d1. DEF: June 2024 – RS-1 1,000 kWh = \$154.68
CFEC: June 2024 – R1-1 1,000 kWh = \$129.86
- d2. DEF: Feb 2025 – RS-1 1,000 kWh = \$155.99
CFEC: Feb 2025 – R1-1 1,000 kWh = \$139.86
- e. The Parties have discussed options such as delaying the customer transfers from CFEC to DEF until rate increases imposed on DEF customers that will go into effect on March 1, 2025, due to 2024 hurricane costs is no longer on the DEF bill.

However, it is worth noting that there are multiple factors impacting rate changes from time to time such as fuel costs, storm charge costs, etc. Rates are fluid and reflect a moment in time. It would not be possible to account for future shifts in rates that may or may not be anticipated at this time. For example, CFEC may be impacted next year by storms as the DEF storm charges are removed from the bill.

- f. This response has been separated by utility to better describe each companies' initiatives:

DEF:

DEF has several programs available to customers to make paying their electric bill easier and those options can be found on the DEF website at:
<https://www.duke-energy.com/home/products>.

Some examples of options include:

- EnergyWise® Home - can help reduce energy use during periods of high demand and can save on your electric bill by getting up to \$141 in annual bill credits.
- Income Qualified Services - This program is designed to help income-qualified customers save energy and reduce expenses through the installation of energy conservation measures in their homes.
- Home Energy Check - a free evaluation from a DEF certified energy advisors can help uncover new ways to save energy and money.
- Home Energy Improvement program rebates
- Monitor Usage – notifications showing how much electricity is being used and how much it may cost, in time to adjust.
- Lower My Bill Toolkit – helps find ways to help control your energy use and costs

Additionally, DEF offers special assistance to customers in times of uncertainty. Please see options on the DEF website at:

[https:// www.duke-energy.com/home/billing/special-assistance](https://www.duke-energy.com/home/billing/special-assistance)

- Payment Assistance
- Low Income Energy Assistance Program
- Share The Light Fund

Also, any DEF customer in need of assistance can find Duke Energy Assistance Agencies in their local community. DEF also has operations centers in the local community to ensure there is no lack of local control or presence in our service areas.

CFEC:

CFEC is committed to transparency and communication throughout this transition.

In advance of the proposed changes, CFEC provided formal notice to all affected members, ensuring they were informed and had the opportunity to ask questions or provide input. CFEC also took steps to ensure staff are fully prepared to address member concerns, including potential differences in rates and available resources. Recognizing that any increase in utility bills can be a burden, CFEC proactively worked with Duke Energy to help mitigate the impact of the monthly price difference that affected members may experience if the Petition is approved.

Electricity rates fluctuate due to factors like fuel costs and storm recovery charges. While Duke Energy's current rates differ from CFEC's, future adjustments remain uncertain. For example, Duke Energy's storm charges are set to be removed, while CFEC may face future impacts from storms that could affect rates for remaining members. Because rates reflect a moment in time, CFEC has made every effort to ensure members understand what to expect throughout this transition.

Additionally, CFEC actively promotes its Home Energy Audit program, helping members better understand their energy usage and identify areas for efficiency improvements. Through free in-home evaluations, trained technicians assess HVAC efficiency, insulation, and potential energy loss using infrared thermal imaging. Members receive personalized recommendations to reduce energy waste, which is particularly valuable for those transitioning to a different rate structure. CFEC has also long worked with local energy assistance organizations, including the Low Income Home Energy Assistance Program (LIHEAP) and the Emergency Home Energy Assistance for the Elderly Program (EHEAP), administered through the Tri-County Community Resource Center and the Central Florida Community Action Agency. These Energy Assistance Programs will continue to be accessible to both members transitioning away from CFEC and those joining from Duke Energy. More information on these programs can be found at cfec.com/energy-solutions/energy-efficiency and cfec.com/my-account/energy-assistance.

For members transitioning from Duke Energy to CFEC, there will also be no disruption in local control or service. As a not-for-profit cooperative serving only this region, CFEC provides truly local service, ensuring a seamless transition. Additionally, we are fully collaborating with Duke Energy to maintain service continuity for all members. In situations such as storm restoration, if former CFEC members mistakenly report an outage to us, we will promptly pass the report to Duke Energy to ensure timely restoration.

At CFEC, we view the entire community as one we serve—regardless of provider. We remain committed to supporting these members through and beyond this transition, continuing to offer guidance, resources, and assistance in any way we can.

3. Section 3.2 of the proposed territorial agreement refers to Exhibits B and C, which list the service addresses or other identifying factors for the 256 proposed transfers (211 from

CFEC to DEF and 45 from DEF to CFEC). What were the date(s) Exhibits B and C were prepared, and have any new customer service addresses been added (and subject to transfer)? If so, provide a specific response by County that states the number and customer classes of such customers.

Response:

Exhibits B and C were prepared in the June 2024 timeframe. Neither DEF nor CFEC are aware of any new customer service addresses that would be subject to transfer added from June 2024 to the date of this response.

4. Provide a list of all CFEC customer addresses that are physically located within DEF's service territory for the five counties included in the proposed territorial agreement. Please organize the list by County and include the following information:
 - a. For each address, state the customer type (residential or commercial).
 - b. For each address, briefly state why CFEC is serving them, expressly affirming whether the customer is:
 1. currently a Temporary Service customer; or
 2. currently being inadvertently served; or
 3. currently being served for some other reason (specify).

Note: If all such addresses exactly match the addresses otherwise provided in Exhibit B, please so state and joint petitioners can avoid responding to the data portion of this question.

Response:

- a. The CFEC customers physically located within DEF's territory that are listed in Exhibit C are detailed in question 6.

Additionally, DEF has areas which are currently being served by CFEC in DEF's territory and are being redrawn to CFEC as are listed in the following chart. The Parties have made decisions on redraws as part of an equitable and operational process to make minor boundary modifications. There are no customer transfers associated with redrawn areas in this proposed agreement and some adjustments have been made to prevent parcels from being split by the territorial boundary lines.

b.

SERVICE ADDRESS	CITY	ZIP	MAP KEY PAGE	COUNTY	TYPE	WHY DEF IS SERVING
17818 SW 127th Ave	Archer	32618	36	Alachua	Residential	Inadvertent
18519 SW 111th Ave	Archer	32618	36	Alachua	Residential	Inadvertent
18517 SW 111th Ave	Newberry	32669	36	Alachua	Residential	Inadvertent
12268 SW 183rd Dr	Archer	32618	36	Alachua	Residential	Inadvertent
12398 SW 183rd Dr	Archer	32618	36	Alachua	Residential	Inadvertent
17810 SW 127th Ave	Archer	32618	36	Alachua	Residential	Inadvertent
11208 SW 183rd Dr	Archer	32618	36	Alachua	Residential	Inadvertent
12220 SW 183rd Dr	Archer	32618	36	Alachua	Residential	Inadvertent
18011 SW 127th Ave	Archer	32618	36	Alachua	Residential	Inadvertent
18612 SW Archer Rd	Archer	32618	36	Alachua	Residential	Inadvertent
18624 SW Archer Rd	Archer	32619	36	Alachua	Residential	Inadvertent
18612 SW Archer Rd	Archer	32618	36	Alachua	Residential	Inadvertent
108 NW 120th St	Cross City	32628	7	Dixie	Commercial	Inadvertent
226 NE 89th Street	Cross City	32628	7	Dixie	Residential	Inadvertent
1203 NE 246th Ave	Cross City	32629	7	Dixie	Residential	Inadvertent
14337 NW Hwy 19	Cross City	32630	7	Dixie	Commercial	Inadvertent
14337 NW Hwy 19	Cross City	32631	7	Dixie	Commercial	Inadvertent
600 NE 300th St	Cross City	32628	8	Dixie	Residential	Inadvertent
134 NE 300th St	Cross City	32628	8	Dixie	Residential	Inadvertent
531 NE 102nd Ave	Old Town	32680	8	Dixie	Residential	Inadvertent
482 NE 300th St	Cross City	32628	8	Dixie	Residential	Inadvertent
276 NE 300th St	Cross City	32628	8	Dixie	Residential	Inadvertent
130 NE 300rd St	Cross City	32628	8	Dixie	Residential	Inadvertent
324 NE 300th St	Cross City	32629	8	Dixie	Residential	Inadvertent
524 NE 132nd Ave	Cross City	32628	8	Dixie	Residential	Inadvertent
610 NE 132nd Ave	Cross City	32628	8	Dixie	Residential	Inadvertent
371 NE 300th St	Cross City	32628	8	Dixie	Residential	Inadvertent
473 SE 375th St	Cross City	32628	8	Dixie	Residential	Inadvertent
399 NE 300th St	Cross City	32628	8	Dixie	Residential	Inadvertent
219 SE 70th Ave	Cross City	32628	8	Dixie	Residential	Inadvertent
216 SE 65th Ave	Cross City	32628	8	Dixie	Residential	Inadvertent
337 SE 375th St	Cross City	32628	8	Dixie	Residential	Inadvertent
129 SE 70th Ave	Cross City	32628	8	Dixie	Residential	Inadvertent
261 SE 375th St	Cross City	32628	8	Dixie	Residential	Inadvertent
361 NE 124th Ave	Cross City	32628	8	Dixie	Commercial	Inadvertent
152 SE 65th Ave	Cross City	32628	8	Dixie	Residential	Inadvertent

198 SE 65th Ave	Cross City	32628	8	Dixie	Residential	Inadvertent
297 SE 375th St	Cross City	32628	8	Dixie	Residential	Inadvertent
218 SE 70 Ave	Cross City	32628	8	Dixie	Residential	Inadvertent
185 SE 70th Ave	Cross City	32628	8	Dixie	Residential	Inadvertent
190 SE 65th Ave	Cross City	32628	8	Dixie	Residential	Inadvertent
297 SE 375th St	Cross City	32628	8	Dixie	Residential	Inadvertent
611 NE 132 Ave	Cross City	32628	8	Dixie	Residential	Inadvertent
122 SE 65th Ave	Cross City	32628	8	Dixie	Residential	Inadvertent
148 SE 65th Ave	Cross City	32628	8	Dixie	Residential	Inadvertent
126 SE 65th Ave	Cross City	32628	8	Dixie	Residential	Inadvertent
365 SE 66 Ave	Cross City	32628	8	Dixie	Residential	Inadvertent
144 SE 66th Ave	Cross City	32628	8	Dixie	Residential	Inadvertent
147 SE 66th Ave	Cross City	32628	8	Dixie	Residential	Inadvertent
135 SE 66th Ave	Cross City	32628	8	Dixie	Residential	Inadvertent
306 SE 375th St	Cross City	32628	8	Dixie	Residential	Inadvertent
157 SE 884th Ave	Suwannee	32692	8	Dixie	Residential	Inadvertent
242 SE 375th St	Cross City	32628	8	Dixie	Residential	Inadvertent
271 SE 66th Ave	Cross City	32628	8	Dixie	Residential	Inadvertent
382 SE 375Th St	Cross City	32628	8	Dixie	Residential	Inadvertent
135 SE 66th Ave	Cross City	32628	8	Dixie	Residential	Inadvertent
302 SE 66th Ave	Cross City	32628	8	Dixie	Residential	Inadvertent
324 SE 375 St	Cross City	32628	8	Dixie	Residential	Inadvertent
324 SE 375th St	Cross City	32628	8	Dixie	Residential	Inadvertent
165 SE 66th Ave	Cross City	32628	8	Dixie	Residential	Inadvertent
1090 SW 10th St	Cross City	32628	7	Dixie	Residential	Inadvertent
836 SE 242nd St	Cross City	32628	7	Dixie	Residential	Inadvertent
27 SE 49th Ave	Cross City	32628	7	Dixie	Residential	Inadvertent
1298 SW 10th St	Cross City	32628	7	Dixie	Residential	Inadvertent
108 SW 8th St	Cross City	32628	7	Dixie	Residential	Inadvertent
109 SW 8th St	Cross City	32628	7	Dixie	Residential	Inadvertent
1244 SW 10th St	Cross City	32628	7	Dixie	Residential	Inadvertent
1271 SW 10th St	Cross City	32628	7	Dixie	Residential	Inadvertent
1090 SW 10th St	Cross City	32628	7	Dixie	Commercial	Inadvertent
1295 SW 10th St	Cross City	32628	7	Dixie	Residential	Inadvertent
1272 SW 10th St	Cross City	32628	7	Dixie	Residential	Inadvertent
14 SW 5th St	Cross City	32628	7	Dixie	Residential	Inadvertent
56 SW 385th Ave	Cross City	32628	7	Dixie	Residential	Inadvertent
88 SW 385th Ave	Cross City	32628	7	Dixie	Residential	Inadvertent
1224 SW 10th St	Cross City	32628	7	Dixie	Residential	Inadvertent
31 SW 385 Ave JB HOUSE	Cross City	32628	7	Dixie	Residential	Inadvertent
31 SW 385th Ave	Cross City	32628	7	Dixie	Residential	Inadvertent

151 SW 8th St	Cross City	32628	7	Dixie	Residential	Inadvertent
170 SW 5th St	Cross City	32628	7	Dixie	Residential	Inadvertent
36 SE 49th Ave	Old Town	32628	7	Dixie	Residential	Inadvertent
168 SE 294TH St	Cross City	32628	7	Dixie	Residential	Inadvertent
920 SE 49th Ave HOUSE-#2	Cross City	32628	7	Dixie	Residential	Inadvertent
1014 SE 49th Ave	Cross City	32628	7	Dixie	Residential	Inadvertent
173 SE 301 Street	Cross City	32628	7	Dixie	Residential	Inadvertent
189 SE 297th St	Old Town	32628	7	Dixie	Residential	Inadvertent
177 SE 301st St	Cross City	32628	7	Dixie	Residential	Inadvertent
978 SE 49TH AVE	Cross City	32628	7	Dixie	Residential	Inadvertent
121 SE 197 Street	Cross City	32628	7	Dixie	Residential	Inadvertent
48 SE 306th St	Cross City	32628	7	Dixie	Residential	Inadvertent
214 SE 294 St	Cross City	32628	7	Dixie	Residential	Inadvertent
175 SE 301st St	Cross City	32628	7	Dixie	Residential	Inadvertent
20 SE 306 St	Old Town	32680	7	Dixie	Residential	Inadvertent
1036 SW Hwy 351	Cross City	32628	7	Dixie	Commercial	Inadvertent
73 SE 49 Ave	Cross City	32628	7	Dixie	Residential	Inadvertent
54 SE 56th Ave	Cross City	32628	7	Dixie	Residential	Inadvertent
19 SE 44 Ave	Cross City	32628	7	Dixie	Residential	Inadvertent
105 SE 49th Ave	Cross City	32628	7	Dixie	Residential	Inadvertent
862 SW Hwy 351	Cross City	32628	7	Dixie	Residential	Inadvertent
878 SW 351 Hwy	Cross City	32628	7	Dixie	Residential	Inadvertent
291 SE 49th Ave	Cross City	32628	7	Dixie	Residential	Inadvertent
137 SE 49th Ave	Cross City	32628	7	Dixie	Residential	Inadvertent
104 SE 49th Ave	Cross City	32628	7	Dixie	Residential	Inadvertent
144 SE 49th Ave	Cross City	32628	7	Dixie	Residential	Inadvertent
188 SE 49th Ave	Cross City	32628	7	Dixie	Residential	Inadvertent
54 SE 56th Ave	Cross City	32628	7	Dixie	Residential	Inadvertent
1082 SW Hwy 351	Cross City	32628	7	Dixie	Residential	Inadvertent
282 SE 49th Ave	Cross City	32628	7	Dixie	Commercial	Inadvertent
63 SE 44th Ave	Cross City	32628	7	Dixie	Residential	Inadvertent
282 SE 49th Ave	Cross City	32628	7	Dixie	Residential	Inadvertent
26 SE 44th Ave	Cross City	32628	7	Dixie	Residential	Inadvertent
80 SE 56th Ave	Cross City	32628	7	Dixie	Residential	Inadvertent
73 SE 49 Ave	Cross City	32628	7	Dixie	Residential	Inadvertent
992 SW Highway 351	Cross City	32628	7	Dixie	Residential	Inadvertent
220 SE 49th Ave	Cross City	32628	7	Dixie	Residential	Inadvertent
124 SE 56 Ave	Cross City	32628	7	Dixie	Residential	Inadvertent
1420 SW 10th St	Cross City	32628	7	Dixie	Residential	Inadvertent
1460 SW 10th St	Cross City	32628	7	Dixie	Residential	Inadvertent
1512 SW 10th St	Cross City	32628	7	Dixie	Residential	Inadvertent

1602 SW 10th St	Cross City	32628	7	Dixie	Residential	Inadvertent
1628 SW 10th St	Cross City	32628	7	Dixie	Residential	Inadvertent
440 SE 601 St	Old Town	32680	20	Dixie	Residential	Inadvertent
245 SE 601 St	Old Town	32680	20	Dixie	Residential	Inadvertent
385 SE 601st St	Old Town	32680	20	Dixie	Residential	Inadvertent
323 SE 601st St	Old Town	32680	20	Dixie	Residential	Inadvertent
259 SE 601 St	Old Town	32680	20	Dixie	Residential	Inadvertent
49 NE 521st St	Old Town	32680	20	Dixie	Commercial	Inadvertent
218 SE 601st St	Old Town	32680	20	Dixie	Residential	Inadvertent
317 SE 601st St	Old Town	32680	20	Dixie	Residential	Inadvertent
343 SE 601 St	Old Town	32680	20	Dixie	Residential	Inadvertent
661 SE 601 Street HOUSE-#2	Old Town	32680	20	Dixie	Residential	Inadvertent
289 SE 601st St	Old Town	32680	20	Dixie	Residential	Inadvertent
341 SE 601st St	Old Town	32680	20	Dixie	Residential	Inadvertent
451 SE 601 St	Old Town	32680	20	Dixie	Residential	Inadvertent
661 SE 601 Street	Old Town	32680	20	Dixie	Residential	Inadvertent
661 SE 601 Street	Old Town	32680	20	Dixie	Residential	Inadvertent
440 SE 601st St	Old Town	32680	20	Dixie	Residential	Inadvertent
1199 SE Highway 349	Old Town	32680	21	Dixie	Residential	Inadvertent
1095 SE Hwy 349	Old Town	32680	21	Dixie	Residential	Inadvertent
975 SE Highway 349	Old Town	32680	21	Dixie	Residential	Inadvertent
905 CR 349	Old Town	32680	21	Dixie	Residential	Inadvertent
1151 SE 349 Hwy	Old Town	32680	21	Dixie	Residential	Inadvertent
935 SE Hwy 349	Old Town	32680	21	Dixie	Residential	Inadvertent
921 SE Hwy 349	Old Town	32680	21	Dixie	Residential	Inadvertent
1037 SE Hwy 349	Old Town	32680	21	Dixie	Residential	Inadvertent
56 SE 896th St	Old Town	32680	21	Dixie	Residential	Inadvertent
4659 SW 80th St	Trenton	32693	12	Gilchrist	Residential	Inadvertent
5869 SW 80th St	Trenton	32693	12	Gilchrist	Residential	Inadvertent
Co Rd 334 A Sw 80 Street	Trenton	32693	12	Gilchrist	Commercial	Inadvertent
8029 SW CR 334-A	Trenton	32693	12	Gilchrist	Residential	Inadvertent
8029 SW CR 334-A	Trenton	32693	12	Gilchrist	Residential	Inadvertent
8029 SW CR 334-A	Trenton	32693	12	Gilchrist	Residential	Inadvertent
8029 SW County Rd 334-A	Trenton	32693	12	Gilchrist	Commercial	Inadvertent
8110 SW 65th Ave	Trenton	32693	11	Gilchrist	Residential	Inadvertent
6681 SW 80th St	Trenton	32693	11	Gilchrist	Residential	Inadvertent
8060 SW County Road 232	Trenton	32693	11	Gilchrist	Residential	Inadvertent
6571 SW 80th St	Trenton	32693	11	Gilchrist	Residential	Inadvertent
8360 SW 65th Ave	Trenton	32693	11	Gilchrist	Residential	Inadvertent
8529 SW County Road 341	Trenton	32693	11	Gilchrist	Residential	Inadvertent
8444 SW County Road 232	Trenton	32693	11	Gilchrist	Residential	Inadvertent

8440 SW 65th Ave	Trenton	32693	11	Gilchrist	Residential	Inadvertent
8299 SW 65th Ave	Trenton	32693	11	Gilchrist	Residential	Inadvertent
8529 SW County Road 341	Trenton	32693	11	Gilchrist	Residential	Inadvertent
6450 SW 85th Pl	Trenton	32693	11	Gilchrist	Residential	Inadvertent
8440 SW Cr 232	Trenton	32693	11	Gilchrist	Residential	Inadvertent
8539 SW Cr 341	Trenton	32693	11	Gilchrist	Residential	Inadvertent
6219 SW 80th St	Trenton	32693	11	Gilchrist	Residential	Inadvertent
8444 SW County Road 232	Trenton	32693	11	Gilchrist	Residential	Inadvertent
6570 SW 80th St	Trenton	32693	11	Gilchrist	Residential	Inadvertent
8210 SW 65th Ave	Trenton	32693	11	Gilchrist	Residential	Inadvertent
6050 SW 80th St	Trenton	32693	11	Gilchrist	Residential	Inadvertent
6179 SW 80th St	Trenton	32693	11	Gilchrist	Residential	Inadvertent
6485 SW 80th St	Trenton	32693	11	Gilchrist	Residential	Inadvertent
6485 SW 80th St	Trenton	32693	11	Gilchrist	Residential	Inadvertent
6050 SW 80th St	Trenton	32693	11	Gilchrist	Residential	Inadvertent
0000 COUNTY ROAD 232	Trenton	32693	11	Gilchrist	Commercial	Inadvertent
8210 SW 80th Ave	Trenton	32693	11	Gilchrist	Residential	Inadvertent
8170 SW 80th Ave	Trenton	32693	11	Gilchrist	Residential	Inadvertent
7909 SW 80th St	Trenton	32693	11	Gilchrist	Residential	Inadvertent
8290 SW 80th Ave	Trenton	32693	11	Gilchrist	Residential	Inadvertent
SW 80th St	Trenton	32693	11	Gilchrist	Commercial	Inadvertent
SW County Road 341	Trenton	32693	23	Gilchrist	Commercial	Inadvertent
HWY 26	Trenton	32693	23	Gilchrist	Commercial	Inadvertent
6860 SE St Rd 47	Trenton	32693	14	Gilchrist	Residential	Inadvertent
6940 SE State Rd 47	Trenton	32693	14	Gilchrist	Residential	Inadvertent
7532 SE State Road 47	Trenton	32693	14	Gilchrist	Residential	Inadvertent
6860 SE State Road 47	Trenton	32693	14	Gilchrist	Commercial	Inadvertent
2350 NW 120th St	Chiefland	32693	14	Gilchrist	Commercial	Inadvertent
8900 SE 25th Ave	Trenton	32693	14	Gilchrist	Residential	Inadvertent
8750 SE 25th Ave	Trenton	32693	14	Gilchrist	Residential	Inadvertent
8580 SE 25th Ave	Trenton	32693	14	Gilchrist	Residential	Inadvertent
8700 SE 25th Ave	Trenton	32693	14	Gilchrist	Residential	Inadvertent
8860 SE 25th Ave	Trenton	32693	14	Gilchrist	Residential	Inadvertent
2960 SW 90th St	Trenton	32693	12	Gilchrist	Residential	Inadvertent
4951 NW 170th St	Trenton	32693	13	Gilchrist	Commercial	Inadvertent
2107 County Road 339	Trenton	32693	24	Gilchrist	Commercial	Inadvertent
9460 S Santa Fe Ave	Trenton	32693	24	Gilchrist	Residential	Inadvertent
10509 SE Cr319	Trenton	32693	24	Gilchrist	Residential	Inadvertent
6970 SE 80th Ave	Newberry	32693	16	Gilchrist	Residential	Inadvertent
3029 SE 76th Trl	Trenton	32693	15	Gilchrist	Residential	Inadvertent
3039 SE 76th Trail	Trenton	32693	15	Gilchrist	Residential	Inadvertent

3533 SE 76 Trl	Trenton	32693	15	Gilchrist	Residential	Inadvertent
3519 SE 76th Trl	Trenton	32693	15	Gilchrist	Residential	Inadvertent
5030 SE 80th Trl	Trenton	32693	15	Gilchrist	Residential	Inadvertent
7900 SE County Road 337	Trenton	32693	15	Gilchrist	Residential	Inadvertent
7712 SE County Rd 337	Trenton	32693	15	Gilchrist	Residential	Inadvertent
4886 SE 80th Trl	Trenton	32693	15	Gilchrist	Residential	Inadvertent
4852 SE 80th Trl	Trenton	32693	15	Gilchrist	Residential	Inadvertent
5600 SE State Road 26	Trenton	32693	15	Gilchrist	Residential	Inadvertent
5139 SE 80th Trl	Trenton	32693	15	Gilchrist	Residential	Inadvertent
5200 SE 80th Trl	Trenton	32693	15	Gilchrist	Residential	Inadvertent
7057 SE 60th Ave	Trenton	32693	15	Gilchrist	Residential	Inadvertent
7217 SE 60th Ave	Trenton	32693	15	Gilchrist	Residential	Inadvertent
5141 SE 80th Trl	Trenton	32693	15	Gilchrist	Residential	Inadvertent
5957 SE 70th St	Trenton	32693	15	Gilchrist	Residential	Inadvertent
7057 SE 60th Ave	Trenton	32693	15	Gilchrist	Residential	Inadvertent
7169 SE 60th Ave	Trenton	32693	15	Gilchrist	Residential	Inadvertent
7179 SE State Road 26	Trenton	32693	16	Gilchrist	Commercial	Inadvertent
17651 NW 90th Ct	Fanning Springs	32693	22	Levy	Commercial	Inadvertent
17651 W 90th Ct	Fanning Springs	32693	22	Levy	Commercial	Inadvertent
17651 NW 90th Ct	Fanning Springs	32693	22	Levy	Commercial	Inadvertent
9171 NW 177th Pl	Fanning Springs	32693	22	Levy	Residential	Inadvertent
9131 NW 177th Pl	Fanning Springs	32693	22	Levy	Residential	Inadvertent
17730 NW 90th Ct	Fanning Springs	32693	22	Levy	Residential	Inadvertent
2750 NW 170th St	Trenton	32693	24	Levy	Residential	Inadvertent
2851 NW 170th St	Trenton	32693	24	Levy	Residential	Inadvertent
2851 NW 170th St	Trenton	32693	24	Levy	Commercial	Inadvertent
15291 NW 81st Ave	Chiefland	32626	28	Levy	Residential	Inadvertent
512 NW 5th St	Chiefland	32626	31	Levy	Commercial	Inadvertent
1523 N Young Blvd	Chiefland	32626	31	Levy	Commercial	Inadvertent
1523 N Young Blvd	Chiefland	32626	31	Levy	Commercial	Inadvertent
1523 N Young Blvd	Chiefland	32626	31	Levy	Commercial	Inadvertent
1415 N Young Blvd	Chiefland	32626	31	Levy	Commercial	Inadvertent
512 NW 5th St	Chiefland	32626	31	Levy	Commercial	Inadvertent
1025 N Young Blvd	Chiefland	32626	31	Levy	Commercial	Inadvertent
307 SW 2nd St	Chiefland	32626	31	Levy	Residential	Inadvertent
101 SW 2nd St	Chiefland	32626	31	Levy	Commercial	Inadvertent
317 SW 2nd St	Chiefland	32626	31	Levy	Residential	Inadvertent
117 SW 2nd Ave	Chiefland	32626	31	Levy	Residential	Inadvertent
118 SW 2nd Ave	Chiefland	32626	31	Levy	Residential	Inadvertent
2350 NW 120th St	Chiefland	32626	32	Levy	Commercial	Inadvertent
2531 NW 150th St	Trenton	32626	29	Levy	Commercial	Inadvertent

2531 NW 150th St	Trenton	32626	29	Levy	Residential	Inadvertent
16890 NE 75th St	Williston	32626	43	Levy	Residential	Inadvertent
16930 NE 75th St	Williston	32626	43	Levy	Commercial	Inadvertent
16930 NE 75th St	Williston	32626	43	Levy	Residential	Inadvertent
County Road 241	Williston	32626	47	Levy	Commercial	Inadvertent
7000 NE 150th Ave	Williston	32626	46	Levy	Residential	Inadvertent
14771 NE 60th St	Williston	32626	46	Levy	Residential	Inadvertent
14751 NE 60th St	Williston	32626	46	Levy	Commercial	Inadvertent
7000 NE 150th Ave	Williston	32696	46	Levy	Commercial	Inadvertent
6871 NE 155TH Ave	Williston	32696	46	Levy	Residential	Inadvertent
0000 NE 60th St	Williston	32696	46	Levy	Commercial	Inadvertent
16890 NE 75th St	Williston	32696	43	Levy	Residential	Inadvertent
6490 NE 167th Ave	Williston	32696	47	Levy	Commercial	Inadvertent
16850 NE 75th St	Williston	32696	43	Levy	Residential	Inadvertent
16890 NE 75th St 2ND GATE	Williston	32696	43	Levy	Residential	Inadvertent
16451 NE 65th St	Williston	32696	47	Levy	Residential	Inadvertent
16441 NE 60th St	Williston	32696	46	Levy	Residential	Inadvertent
5771 NE 157th Ter	Williston	32696	46	Levy	Residential	Inadvertent
13250 NE 60th St	Williston	32696	46	Levy	Residential	Inadvertent
13791 NE 57th Pl	Williston	32696	46	Levy	Residential	Inadvertent
5850 NE 137th Ter	Williston	32696	46	Levy	Residential	Inadvertent
5864 NE 137th Ter	Williston	32696	46	Levy	Residential	Inadvertent
14150 NE 60th St	Williston	32696	46	Levy	Residential	Inadvertent
14150 NE 60th St	Williston	32696	46	Levy	Residential	Inadvertent
5850 NE 144th Ave	Williston	32696	46	Levy	Residential	Inadvertent
7470 NE 90th Ct	Bronson	32621	40	Levy	Residential	Inadvertent
NE 106th Ter	Bronson	32621	40	Levy	Commercial	Inadvertent
422 N Court St	Bronson	32621	40	Levy	Residential	Inadvertent
640 S Pine St	Bronson	32621	40	Levy	Residential	Inadvertent
11391 NE Hwy 27 Alt	Williston	32696	40	Levy	Residential	Inadvertent
2550 NE 170th Ave	Williston	32696	50	Levy	Residential	Inadvertent
2550 NE 170th Ave	Williston	32696	50	Levy	Commercial	Inadvertent
2550 NE 170th Ave	Williston	32696	50	Levy	Commercial	Inadvertent
1030 SE 116th Ter	Williston	32696	51	Levy	Residential	Inadvertent
9911 SW Highway 336	Dunnellon	34431	76	Levy	Residential	Inadvertent
8030 SE 153rd St	Inglis	34449	71	Levy	Commercial	Inadvertent
8030 SE 153rd St	Inglis	34449	71	Levy	Residential	Inadvertent
54 Winding River Ln	Inglis	34449	79	Levy	Residential	Inadvertent
10051 SW HWY 336	Dunnellon	34431	76	Marion	Commercial	Inadvertent
10077 SW Hwy 336	Dunnellon	34431	76	Marion	Residential	Inadvertent

All CFEC customer addresses that are physically located within DEF's service territory are

being inadvertently served. There are no temporary service customers.

5. Provide a list of all DEF customer addresses that are physically located within CFEC’s service territory for the five counties included in the proposed territorial agreement. Please organize the list by County and include the following information:
- a. For each address, state the customer type (residential or commercial).
 - b. For each address, briefly state why DEF is serving them, expressly affirming whether the customer is:
 1. currently a Temporary Service customer; or
 2. currently being inadvertently served; or
 3. currently being served for some other reason (specify).

Note: If all such addresses exactly match the addresses otherwise provided in Exhibit C, please so state and joint petitioners can avoid responding to the data portion of this question.

Response:

- a. The DEF customers physically located within CFEC’s territory that are listed in Exhibit B are detailed in question 7.

Additionally, CFEC has areas which are currently being served by DEF in CFEC’s territory and are being redrawn to DEF as are listed in the following chart. The Parties have made decisions on redraws as part of an equitable and operational process to make minor boundary modifications. There are no customer transfers associated with redrawn areas in this proposed agreement and some adjustments have been made to prevent parcels from being split by the territorial boundary lines.

SERVICE ADDRESS	CITY	ZIP	MAP KEY PAGE	COUNTY	TYPE	WHY DEF IS SERVING
14235 NW HIGHWAY 19	CROSS CITY	32628	1	Dixie	Commercial	Inadvertent
14235 NW HIGHWAY 19	CROSS CITY	32628	1	Dixie	Residential	Inadvertent
14227 NW HIGHWAY 19	CROSS CITY	32628	1	Dixie	Residential	Inadvertent
739 SW 10TH ST	CROSS CITY	32628	7	Dixie	Commercial	Inadvertent
446 SE 242ND ST	CROSS CITY	32628	7	Dixie	Residential	Inadvertent
446 SE 242ND ST	CROSS CITY	32628	7	Dixie	Commercial	Inadvertent
506 SE 242ND ST	CROSS CITY	32628	7	Dixie	Residential	Inadvertent
534 SE 242ND ST	CROSS CITY	32628	7	Dixie	Residential	Inadvertent
568 SE 242ND ST	CROSS CITY	32628	7	Dixie	Residential	Inadvertent

461 SE 152ND AVE	OLD TOWN	32680	21	Dixie	Residential	Inadvertent
297 SE 152ND AVE	OLD TOWN	32680	21	Dixie	Residential	Inadvertent
301 SE 152ND AVE	OLD TOWN	32680	21	Dixie	Residential	Inadvertent
253 SE 152ND AVE, US 19	OLD TOWN	32680	21	Dixie	Residential	Inadvertent
182 SE HIGHWAY 317	OLD TOWN	32680	21	Dixie	Residential	Inadvertent
3449 SW STATE ROAD 26	TRENTON	32693	23	Gilchrist	Commercial	Inadvertent
14490 NW OLD FANNIN RD	TRENTON	32693	28	Gilchrist	Residential	Inadvertent
14550 NW OLD FANNIN RD	TRENTON	32693	28	Gilchrist	Residential	Inadvertent
14090 NW OLD FANNIN RD	TRENTON	32693	28	Gilchrist	Residential	Inadvertent
14070 NW OLD FANNIN RD	TRENTON	32693	28	Gilchrist	Residential	Inadvertent
1324 NW 18TH AVE	CHIEFLAND	32626	31	Levy	Residential	Inadvertent
1806 NW 12TH DR	CHIEFLAND	32626	31	Levy	Residential	Inadvertent
10351 NW 30TH AVE	CHIEFLAND	32626	32	Levy	Residential	Inadvertent
11411 NE STATE ROAD 24	ARCHER	32618	37	Alachua	Residential	Inadvertent
11431 NE STATE ROAD 24	ARCHER	32618	37	Alachua	Residential	Inadvertent
11451 NE STATE ROAD 24	ARCHER	32618	37	Alachua	Residential	Inadvertent
11371 NE STATE ROAD 24	ARCHER	32618	37	Alachua	Residential	Inadvertent
11391 NE STATE ROAD 24	ARCHER	32618	37	Alachua	Residential	Inadvertent
11351 NE STATE ROAD 24	ARCHER	32618	37	Alachua	Residential	Inadvertent
11361 NE STATE ROAD 24	ARCHER	32618	37	Alachua	Residential	Inadvertent
11191 NE STATE ROAD 24	ARCHER	32618	37	Alachua	Residential	Inadvertent
11211 NE STATE ROAD 24	ARCHER	32618	37	Alachua	Residential	Inadvertent
10851 NE 110TH AVE	ARCHER	32618	37	Alachua	Residential	Inadvertent
290 FAIRGROUND AVE	BRONSON	32621	40	Levy	Residential	Inadvertent
220 PICNIC ST	BRONSON	32621	40	Levy	Commercial	Inadvertent
9850 NE 169TH AVE	WILLISTON	32969	43	Levy	Residential	Inadvertent
9858 NE 169TH AVE	WILLISTON	32696	43	Levy	Residential	Inadvertent
141 HIGHWAY 40 W	INGLIS	34449	79	Levy	Commercial	Inadvertent
237 HIGHWAY 40 W	INGLIS	34449	79	Levy	Residential	Inadvertent
279 HIGHWAY 40 W	INGLIS	34449	79	Levy	Commercial	Inadvertent
14171 E LEVY ST	WILLISTON	32696	52	Levy	Residential	Inadvertent
16431 NE 10TH ST	WILLISTON	32696	50	Levy	Residential	Inadvertent
16421 NE 10TH ST	WILLISTON	32696	50	Levy	Residential	Inadvertent
16470 NE 20TH ST	WILLISTON	32696	50	Levy	Residential	Inadvertent
1950 NE 150TH TER	WILLISTON	32696	50	Levy	Residential	Inadvertent

b. All DEF customer addresses that are physically located within CFEC’s service territory are being inadvertently served. There are no temporary service customers. See chart above.

6. Exhibit C provides the list of the 211 customer addresses that are subject to the proposed transfer from CFEC to DEF. For each address shown in Exhibit C, please provide the following information:

- a. Briefly indicate why each address is subject to the proposed transfer from CFEC to DEF, expressly affirming whether the customer is:
1. currently a Temporary Service customer; or
 2. currently being inadvertently served (with explanation); or
 3. associated with a proposed boundary line change; or
 4. subject to transfer for some other reason (specify).
- b. For each address, please identify which Map Key Page or Pages (referencing the Map Key Pages in Exhibit A to the Petition) contain the location of this address.

Response:

No.	Premise Address	Map Key Page	Reason for transfer
1	210 SE HIGHWAY 317, OLD TOWN, FL 32680	21	All customers subject to transfer to DEF are being inadvertently served.
2	179 SE HIGHWAY 317, OLD TOWN, FL 32680	21	
3	250 SE HIGHWAY 317, OLD TOWN, FL 32680	21	
4	281 SE HIGHWAY 317, OLD TOWN, FL 32680	21	CFEC does not have the historical records to explain the exact reason for the inadvertent service of these customers in DEF's service territory, however, it could be based on reasons such as incorrect knowledge of the service boundary lines at the time of the establishment of the account or that CFEC had facilities close to the location or a service request was initiated between the two utilities but not documented.
5	379 SE HIGHWAY 317, OLD TOWN, FL 32680	21	
6	228 SE HIGHWAY 317, OLD TOWN, FL 32680	21	
7	160 SE 43RD AVENUE, OLD TOWN, FL 32680	7	
8	201 SE 43RD AVENUE, OLD TOWN, FL 32680	7	
9	38 SE 117TH AVENUE, OLD TOWN, FL 32680	20	
10	688 SE 259TH STREET, OLD TOWN, FL 32680	7	
11	72 SE 411TH STREET, OLD TOWN, 32680	8	
12	311 SE 633RD STREET, OLD TOWN, 32680	20	
13	15007 NE HIGHWAY 19, OLD TOWN, FL 32680	7	
14	23636 SE HIGHWAY 19, OLD TOWN, FL 32680	20	
15	14975 NW HIGHWAY 19, CROSS CITY, FL 32628	7	
16	15007 NW HIGHWAY 19, CROSS CITY, FL 32628	7	
17	15079 NE HIGHWAY 19, CROSS CITY, FL 32628	7	
18	15127 NW HIGHWAY 19, CROSS CITY, FL 32628	7	
19	18504 SE HIGHWAY 19, CROSS CITY, FL 32628	8	
20	18644 US HIGHWAY 19, CROSS CITY, FL 32628	8	
21	566 NE HIGHWAY 351, CROSS CITY, FL 32628	7	
22	588 NE HIGHWAY 351, CROSS CITY, FL 32628	7	
23	624 NE HIGHWAY 351, CROSS CITY, FL 32628	7	
24	636 NE HIGHWAY 351 # 2, CROSS CITY, FL 32628	7	
25	636 NE HIGHWAY 351 # 3, CROSS CITY, FL 32628	7	

26	636 NE HIGHWAY 351 # 4, CROSS CITY, FL 32628	7
27	636 NE HIGHWAY 351 # 5, CROSS CITY, FL 32628	7
28	636 NE HIGHWAY 351 # 6, CROSS CITY, FL 32628	7
29	636 NE HIGHWAY 351 # 7, CROSS CITY, FL 32628	7
30	636 NE HIGHWAY 351 # 9, CROSS CITY, FL 32628	7
31	636 NE 351 Hwy # 10, CROSS CITY, FL 32628	7
32	136 SE 36 TH AVENUE, CROSS CITY, FL 32628	7
33	16 SE 38 TH AVENUE, CROSS CITY, FL 32628	7
34	16 SE 38 TH AVENUE, CROSS CITY, FL 32628	7
35	25 SE 38 TH AVENUE, CROSS CITY, FL 32628	7
36	25 SE 38 TH AVENUE, CROSS CITY, FL 32628	7
37	55 SE 38 TH AVENUE, CROSS CITY, FL 32628	7
38	60 SE 38 TH AVENUE, CROSS CITY, FL 32628	7
39	60 SE 38 TH AVENUE, CROSS CITY, FL 32628	7
40	97 SE 38 TH AVENUE, CROSS CITY, FL 32628	7
41	106 SE 38 TH AVENUE, CROSS CITY, FL 32628	7
42	35 SE 43 RD AVENUE, CROSS CITY, FL 32628	7
43	61 SE 43 RD AVENUE, CROSS CITY, FL 32628	7
44	86 SE 43 RD AVENUE, CROSS CITY, FL 32628	7
45	93 SE 43 RD AVENUE, CROSS CITY, FL 32628	7
46	124 SE 43 RD AVENUE, CROSS CITY, FL 32628	7
47	137 SE 43 RD AVENUE, CROSS CITY, FL 32628	7
48	201 SE 43 RD AVENUE, CROSS CITY, FL 32628	7
49	2 SE 45 TH AVENUE, CROSS CITY, FL 32628	7
50	15 SE 45 TH AVENUE, CROSS CITY, FL 32628	7
51	59 SE 45 TH AVENUE, CROSS CITY, FL 32628	7
52	203 SE 45 TH AVENUE, CROSS CITY, FL 32628	7
53	21 NE 50 STREET, CROSS CITY, FL 32628	7
54	187 NE 50 TH STREET, CROSS CITY, FL 32628	7
55	79 SE 65 TH AVENUE, CROSS CITY, FL 32628	8
56	81 SE 65 TH AVENUE, CROSS CITY, FL 32628	8
57	83 SE 65 TH AVENUE, CROSS CITY, FL 32628	8
58	85 SE 65 TH AVENUE, CROSS CITY, FL 32628	8
59	50 SE 74 TH AVENUE, CROSS CITY, FL 32628	8
60	50 SE 74 TH AVENUE, CROSS CITY, FL 32628	8
61	50 SE 74 TH AVENUE, CROSS CITY, FL 32628	8
62	50 SE 74 TH AVENUE, CROSS CITY, FL 32628	8
63	95 SE 74 TH AVENUE, CROSS CITY, FL 32628	8
64	119 SE 74 TH AVENUE #8, CROSS CITY, FL 32628	8
65	141 SE 74 TH AVENUE, CROSS CITY, FL 32628	8
66	159 SE 74 TH AVENUE, CROSS CITY, FL 32628	8
67	192 SE 74 TH AVENUE, CROSS CITY, FL 32628	8
68	223 SE 74 TH AVENUE, CROSS CITY, FL 32628	8

69	231 SE 74 TH AVENUE, CROSS CITY, FL 32628	8
70	365 SE 74 TH AVENUE, CROSS CITY, FL 32628	8
71	372 SE 74 TH AVENUE, CROSS CITY, FL 32628	8
72	321 NE 124 TH AVENUE, CROSS CITY, FL 32628	8
73	59 NE 132 ND AVENUE, CROSS CITY, FL 32628	8
74	190 NE 132 ND AVENUE, CROSS CITY, FL 32628	8
75	237 NE 132 ND AVENUE, CROSS CITY, FL 32628	8
76	257 NE 132 ND AVENUE, CROSS CITY, FL 32628	8
77	275 NE 132 ND AVENUE, CROSS CITY, FL 32628	8
78	299 NE 132 ND AVENUE, CROSS CITY, FL 32628	8
79	367 NE 132 ND AVENUE, CROSS CITY, FL 32628	8
80	67 NE 139 TH STREET, CROSS CITY, FL 32628	7
81	99 NE 139 TH STREET, CROSS CITY, FL 32628	7
82	114 NE 139 TH STREET, CROSS CITY, FL 32628	7
83	77 NE 152 ND STREET, CROSS CITY, FL 32628	7
84	196 NE 152 ND STREET, CROSS CITY, FL 32628	7
85	51 NE 156 TH STREET, CROSS CITY, FL 32628	7
86	219 NE 152 ND STREET, CROSS CITY, FL 32628	7
87	228 NE 152 ND STREET, CROSS CITY, FL 32628	7
88	269 NE 152 ND STREET, CROSS CITY, FL 32628	7
89	46 NE 157 TH STREET, CROSS CITY, FL 32628	7
90	82 NE 162 ND STREET, CROSS CITY, FL 32628	7
91	110 NE 162 ND STREET, CROSS CITY, FL 32628	7
92	126 NE 162 ND STREET, CROSS CITY, FL 32628	7
93	153 NE 162 ND STREET, CROSS CITY, FL 32628	7
94	188 NE 162 ND STREET, CROSS CITY, FL 32628	7
95	200 NE 170 TH STREET, CROSS CITY, FL 32628	7
96	216 NE 170 TH STREET, CROSS CITY, FL 32628	7
97	216 NE 170 TH STREET, CROSS CITY, FL 32628	7
98	61 NE 176 TH AVENUE, CROSS CITY, FL 32628	7
99	61 NE 176 TH AVENUE, CROSS CITY, FL 32628	7
100	76 NE 186 TH AVENUE, CROSS CITY, FL 32628	7
101	150 NE 186 TH AVENUE, CROSS CITY, FL 32628	7
102	15 NE 190 TH AVENUE, CROSS CITY, FL 32628	7
103	33 NE 190 TH AVENUE, CROSS CITY, FL 32628	7
104	651 NE 214 TH AVENUE, CROSS CITY, FL 32628	7
105	230 NE 217 TH AVENUE, CROSS CITY, FL 32628	7
106	276 NE 217 TH AVENUE, CROSS CITY, FL 32628	7
107	276 NE 217 TH AVENUE, CROSS CITY, FL 32628	7
108	293 NE 217 TH AVENUE, CROSS CITY, FL 32628	7
109	293 NE 217 TH AVENUE, CROSS CITY, FL 32628	7
120	325 NE 217 TH AVENUE, CROSS CITY, FL 32628	7
121	342 NE 217 TH AVENUE, CROSS CITY, FL 32628	7

122	104 NE 218TH AVENUE, CROSS CITY, FL 32628	8
123	305 NE 222ND AVENUE, CROSS CITY, FL 32628	8
124	40 NE 240 TH AVENUE, CROSS CITY, FL 32628	7
125	49 NE 240 TH AVENUE, CROSS CITY, FL 32628	7
126	49 NE 240 TH AVENUE, CROSS CITY, FL 32628	7
127	60 NE 240 TH AVENUE, CROSS CITY, FL 32628	7
128	88 NE 240 AVENUE, CROSS CITY, FL 32628	7
129	108 NE 240 TH AVENUE, CROSS CITY, FL 32628	7
130	761 SE 242 ND STREET, CROSS CITY, FL 32628	7
131	104 NE 259 TH STREET, CROSS CITY, FL 32628	8
132	104 NE 259 TH STREET, CROSS CITY, FL 32628	8
133	190 NE 259 TH STREET, CROSS CITY, FL 32628	8
134	209 NE 259 th STREET, CROSS CITY, FL 32628	8
135	244 NE 259 th STREET, CROSS CITY, FL 32628	8
136	322 NE 259 TH STREET, CROSS CITY, FL 32628	8
137	380 NE 259 TH STREET, CROSS CITY, FL 32628	8
138	712 SE 259 TH STREET, CROSS CITY, FL 32628	7
139	10 NE 277 TH STREET, CROSS CITY, FL 32628	7
140	125 SE 277 TH STREET, CROSS CITY, FL 32628	7
141	118 SE 277 TH ST, CROSS CITY, FL 32628	7
142	188 SE 277 STREET, CROSS CITY, FL 32628	7
143	120 NE 279 TH STREET, CROSS CITY, FL 32628	7
144	482 SE 289 TH STREET, CROSS CITY, FL 32628	7
145	615 SE 289 TH STREET, CROSS CITY, FL 32628	7
146	100 SE 294 TH STREET, CROSS CITY, FL 32628	7
147	219 SE 375 TH STREET, CROSS CITY, FL 32628	8
148	19 SE 411 TH STREET, CROSS CITY, FL 32628	8
149	20 SE 411 TH STREET, CROSS CITY, FL 32628	8
150	40 SE 411 TH STREET, CROSS CITY, FL 32628	8
151	60 SE 411 STREET, CROSS CITY, FL 32628	8
152	83 NE 411 th STREET, CROSS CITY, FL 32628	8
153	88 SE 412 TH STREET, CROSS CITY, FL 32628	8
154	INACTIVE	7
155	580 SE WARD STREET, CROSS CITY, FL 32628	7
156	156 NE 162 ND STREET, CROSS CITY, FL 32628	7
157	103 SE 45 TH AVENUE, CROSS CITY, FL 32628	7
158	563 SE 289 TH STREET, CROSS CITY, FL 32628	7
159	125 SE 277 TH STREET, CROSS CITY, FL 32628	7
160	GENERAL DELIVERY, CROSS CITY, FL 32628	7
161	6172 SE 55A HIGHWAY, CROSS CITY, FL 32628	21
162	6650 SE 75 TH AVENUE, NEWBERRY, FL 32669	16
163	6650 SE 75 TH AVENUE, NEWBERRY, FL 32669	16
164	6779 SE 83 RD COURT, NEWBERRY, FL 32669	16

165	6819 SE 83 RD COURT, NEWBERRY, FL 32669	16
166	6900 SE 83 RD COURT, NEWBERRY, FL 32669	16
167	6930 SE 83 RD COURT, NEWBERRY, FL 32669	16
168	6939 SE 83 RD COURT, NEWBERRY, FL 32669	16
169	6869 SE 83 RD COURT, NEWBERRY, FL 32669	16
170	6940 SE 83 RD COURT, NEWBERRY, FL 32669	16
171	6949 SE 90 TH AVENUE, NEWBERRY, FL 32669	16
172	1002 SW 9 TH AVENUE, TRENTON, FL, 32693	24
173	1108 SW 9 TH AVENUE, TRENTON, FL, 32693	24
174	4740 SW SR 26, TRENTON, FL, 32693	12
175	7179 SE SR 26, TRENTON, FL, 32693	16
176	7179 SE SR 26, TRENTON, FL, 32693	16
177	4659 SW 80 TH STREET, TRENTON, FL, 32693	12
178	720 SW 85 TH PLACE, TRENTON, FL, 32693	11
179	7040 SW 85 TH PLACE, TRENTON, FL, 32693	11
180	7049 SW 85 TH PLACE, TRENTON, FL, 32693	11
181	7180 SW 85 TH PLACE, TRENTON, FL, 32693	11
182	7210 SW 85 TH PLACE, TRENTON, FL, 32693	11
183	7280 SW 85 TH PLACE, TRENTON, FL, 32693	11
184	7320 SW 85 TH PLACE, TRENTON, FL, 32693	11
185	9239 S US HIGHWAY 129, TRENTON, FL, 32693	24
186	9299 S US HIGHWAY 129, TRENTON, FL, 32693	24
187	9419 S US HIGHWAY 129, TRENTON, FL, 32693	24
188	8169 SW CR 232, TRENTON, FL, 32693	11
189	8169 SW CR 232, TRENTON, FL, 32693	11
190	8180 SW CR 232, TRENTON, FL, 32693	11
191	8230 SW CR 232, TRENTON, FL, 32693	11
192	8260 SW CR 232, TRENTON, FL, 32693	11
193	8279 SW CR 232, TRENTON, FL, 32693	11
194	8350 SW CR 232, TRENTON, FL, 32693	11
195	8499 SW CR 232, TRENTON, FL, 32693	11
196	8369 SW CR 313, TRENTON, FL, 32693	12
197	8379 SW CR 313, TRENTON, FL, 32693	12
198	4949 SW SR 26, TRENTON, FL 32693	12
199	2604 SOUTH MAIN STREET, TRENTON, FL, 32693	24
200	5960 NE 137 TH TERRACE, WILLISTON, FL 32696	46
201	17732 NW 90 TH TERRACE, FANNING SPRINGS, FL 32693	22
202	17731 NW 90 TH TERRACE, FANNING SPRINGS, FL 32693	22
203	17750 NW 90 TH COURT, FANNING SPRINGS, FL 32693	22
204	9250 NW 177 TH LANE, FANNING SPRINGS, FL 32693	22
205	9210 NW 177 TH LANE, TRENTON, FL 32693	22
206	9270 NW 177 TH LANE, FANNING SPRINGS, FL 32693	22
207	9290 SW 177 TH LANE, TRENTON, FL 32693	22

208	1005 NW 18TH AVENUE, CHIEFLAND, FL 32626	31
209	9651 NW 70TH STREET, CHIEFLAND, FL 32693	22
210	1708 NORTH YOUNG BLVD, CHIEFLAND, FL 32626	31
211	818 NW 17TH AVENUE, CHIEFLAND, FL 32626	31

7. Exhibit B provides the list of the 45 customer addresses that are subject to the proposed transfer from DEF to CFEC. For each address shown in Exhibit B, please provide the following information:
- a. Briefly indicate why each address is subject to the proposed transfer from DEF to CFEC, expressly affirming whether the customer is:
 1. currently a Temporary Service customer; or
 2. currently being inadvertently served (with explanation); or
 3. associated with a proposed boundary line change; or
 4. subject to transfer for some other reason (specify).
 - b. For each address, please identify which Map Key Page or Pages (referencing the Map Key Pages in Exhibit A to the Petition) contain the location of this address.

Response:

No.	Premise Address	Map Key Page	Reason For Transfer
1	76 SE 35TH AVENUE, CROSS CITY, FL 32628	7	All Customers Subject to Transfer to CFEC are being inadvertently served. DEF does not have the historical records to explain the exact reason for the inadvertent service of these customers in CFEC's service territory, however, it could be based on reasons such as incorrect knowledge of the service boundary lines at the time of the establishment of the account or that DEF had facilities close to the location or a service request was initiated between the two utilities but not documented.
2	30 SE 35TH AVENUE, CROSS CITY, FL 32628	7	
3	30 SE 35TH AVENUE, CROSS CITY, FL 32628	7	
4	326 NE 256 TH AVENUE, CROSS CITY, FL 32628	7	
5	327 NE 256 TH AVENUE, CROSS CITY, FL 32628	7	
6	1005 SE 10TH STREET, CROSS CITY, FL 32628	7	
7	815 SW 10TH STREET, CROSS CITY, FL 32628	7	
8	915 SW 10TH STREET, CROSS CITY, FL 32628	7	
9	289 NE 223RD AVENUE, CROSS CITY, FL 32628	7	
10	146 SE 239TH STREET, CROSS CITY, FL 32628	7	
11	582 SE 242ND STREET, CROSS CITY, FL 32628	7	
12	616 SE 242ND STREET, CROSS CITY, FL 32628	7	
13	780 SE 242ND STREET, CROSS CITY, FL 32628	7	
14	188 SE 297TH STREET, CROSS CITY, FL 32628	7	
15	291 SE 697TH STREET, OLD TOWN, FL 32680	21	

16	22 SE 118TH AVENUE, OLD TOWN, FL 32680	21	See narrative above.
17	75 SE 118TH AVENUE, OLD TOWN, FL 32680	21	
18	76 SE 118TH AVENUE, OLD TOWN, FL 32680	21	
19	108 SE 118TH AVENUE, OLD TOWN, FL 32680	21	
20	131 SE 118TH AVENUE, OLD TOWN, FL 32680	21	
21	157 SE 118TH AVENUE, OLD TOWN, FL 32680	21	
22	164 SE 118TH AVENUE, OLD TOWN, FL 32680	21	
23	184 SE 118TH AVENUE, OLD TOWN, FL 32680	21	
24	187 SE 118TH AVENUE, OLD TOWN, FL 32680	21	
25	216 SE 118TH AVENUE, OLD TOWN, FL 32680	21	
26	217 SE 118TH AVENUE, OLD TOWN, FL 32680	21	
27	244 SE 118TH AVENUE, OLD TOWN, FL 32680	21	
28	245 SE 118TH AVENUE, OLD TOWN, FL 32680	21	
29	254 SE 118TH AVENUE, OLD TOWN, FL 32680	21	
30	1564 SE HIGHWAY 55A, OLD TOWN, FL 32680	19	
31	17110 NW US HIGHWAY 19, FANNING SPRINGS, FL 32693	22	
32	17110 NW US HIGHWAY 19, FANNING SPRINGS, FL 32693	22	
33	250 FAIRGROUND AVENUE, BRONSON, FL 32621	40	
34	290 FAIRGROUND AVENUE, BRONSON, FL 32621	40	
35	768 PENNSYLVANIA AVENUE, BRONSON, FL 32621	40	
36	14890 NE 57TH PLACE, WILLISTON, FL 32969	46	
37	5750 NE 157TH TERRACE, WILLISTON, FL 32969	46	
38	16451 NE 10TH STREET, WILLISTON, FL 32969	50	
39	15050 NE 20TH STREET, WILLISTON, FL 32696	49	
40	15130 NE 20TH STREET, WILLISTON, FL 32969	49	
41	237 HIGHWAY 40 WEST, INGLIS, FL 34449	79	
42	279 HIGHWAY 40 WEST, INGLIS, FL 34449	79	
43	1309 NW 14TH STREET, CHIEFLAND, FL 32626	31	
44	1507 N YOUNG BLVD, CHIEFLAND, FL 32626	31	
45	1515 N YOUNG BLVD, CHIEFLAND, FL 32626	31	

8. Please identify which Map Key Page or Pages (referencing the Map Key Pages in Exhibit A to the Petition) contain areas that are subject to proposed boundary line changes that are unrelated to any of the proposed customer transfers.

Response:

Map Key Page	Map Key Page	Map Key Page	Map Key Page
1	19	37	52
2	20	38	71
3	21	39	73
7	22	40	74
8	23	41	75
9	24	43	76
11	25	45	79
12	28	46	
13	29	47	
14	31	49	
15	32	50	
16	36	51	

9. Paragraph 7 of the Petition reflects, in part, that CFEC received approximately 30 comments regarding the notification letters it issued.
- Of the 30 comments received, please identify the number of customers who responded by each of the following methods: phone, email, regular mail, or other means (please specify). For each such method, please describe the actions the utility took, if any, in responding to those comments.
 - Have any new customer comments or notices been received by either utility since the joint petitioners filed the instant petition? If applicable, provide a detailed response (number of complaints, nature of complaints, etc.).
 - Are CFEC or DEF aware of any community response other than from direct customers about the proposed territorial agreement? If so, please explain.

Response:

- All responses from CFEC customers were via regular mail, with 1-2 direct phone calls to the General Manager in addition to letters.
- Neither CFEC nor DEF has received any customer comments or notices since the Joint Petitioners filed the instant petition.
- Neither CFEC nor DEF are aware of any community response.

10. Please refer to Section 0.4 of the proposed territorial agreement, which states that the prior agreements (a 1992 Agreement in Dixie and Gilchrist Counties, and a 2005 Agreement in Levy and Marion Counties) expired in February 2007 and June 2014, respectively.
 - a. Please explain why the 1992 Agreement and the 2005 Agreement were not renewed prior to the expirations in 2007 and 2014.
 - b. Please discuss how, or if, CFEC and DEF, as parties to the 1992 Agreement (Dixie and Gilchrist Counties) and the 2005 Agreement (Levy and Marion counties), met their respective obligations under the Agreements after the agreements' expiration dates. If applicable, note and explain any exceptions.

Response:

- a. The Parties have been working collaboratively since 2020 to negotiate a comprehensive new territorial agreement encompassing Dixie, Gilchrist, Levy and Marion counties. Unfortunately, those negotiations were delayed by a series of factors beyond the Parties' control including the Covid-19 pandemic, hurricane response, and personnel changes and staff reductions.
- b. CFEC and DEF have continuously collaborated and have continued to serve their respective territorial areas while performing the due diligence activities necessary to submit a new territorial agreement between the Parties. Before and during the time when the Parties were negotiating a new territorial agreement, both CFEC and DEF continued to operate as if the territorial agreements were in place.



Shows a primary voltage crossing of wires between CFEC and DEF. This location falls inside DEF territory. If approved, this agreement would eliminate the mid-span crossings making the area safer for the public and line personnel.



Shows a primary voltage crossing over a span guy support structure. This location falls inside DEF territory. If approved, this agreement would eliminate the crossings making the area safer for the public and line personnel.



Shows the utilities crossing over and under one another to access their customers. Both utilities negotiated the service boundaries to eliminate these types of crossings when possible.