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November 4, 2025

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Item 1

**Election of Commission Chairman for a two-year term
beginning January 1, 2026.**

Item 2

State of Florida



Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

DATE: October 23, 2025

TO: Office of Commission Clerk (Teitzman)

FROM: Office of Industry Development and Market Analysis (Mallow)^{CH}
Office of the General Counsel (Imig)^{SPS}

RE: Application for Certificate of Authority to Provide Telecommunications Service

AGENDA: 11/4/2025 - Consent Agenda - Proposed Agency Action - Interested Persons May Participate

SPECIAL INSTRUCTIONS: None

Please place the following Application for Certificate of Authority to Provide Telecommunications Service on the consent agenda for approval.

<u>DOCKET NO.</u>	<u>COMPANY NAME</u>	<u>CERT. NO.</u>
20250116-TX	L&A Utility Solutions Inc.	9009

The Commission is vested with jurisdiction in this matter pursuant to Section 364.335, Florida Statutes. Pursuant to Section 364.336, Florida Statutes, certificate holders must pay a minimum annual Regulatory Assessment Fee if the certificate is active during any portion of the calendar year. A Regulatory Assessment Fee Return Notice will be mailed each December to the entity listed above for payment by January 30.

State of Florida



Public Service Commission

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TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

DATE: October 23, 2025

TO: Office of Commission Clerk (Teitzman)

FROM: Division of Accounting and Finance (Quigley, D. Buys) *MC*
Office of the General Counsel (Imig) *SPS*

RE: Docket No. 20250105-EI - Application for authority to issue and sell securities for 12 months ending December 31, 2026, by Tampa Electric Company.

AGENDA: 11/4/2025 - Consent Agenda - Final Action - Interested Persons May Participate

SPECIAL INSTRUCTIONS: None

Please place the following Application for authority to issue and sell securities on the consent agenda for approval.

Docket No. 20250105-EI – *Application for authority to issue and sell securities for 12 months ending December 31, 2026, by Tampa Electric Company.*

Tampa Electric Company (TECO or Company) requests authority to issue, sell and/or exchange equity securities and issue, sell, exchange and/or assume long-term or short-term debt securities and/or to assume liabilities or obligations as guarantor, endorser, or surety during calendar year 2026. The Company also seeks authority to enter into interest rate swaps or other derivative instruments related to debt securities during calendar year 2026.

The amount of all equity and long-term debt securities issued, sold, exchanged, or assumed and liabilities and obligations assumed or guaranteed, as guarantor, endorser, or surety will not exceed in the aggregate \$1.2 billion during calendar year 2026, including any amounts issued to retire existing long-term debt securities. The maximum amount of short-term debt outstanding at any one time will be \$1.3 billion during calendar year 2026.

In its application, TECO confirms that the capital raised pursuant to this application will be used in connection with the activities of the Company's regulated electric activities and not the unregulated activities of the utility or their affiliates.

Staff has reviewed the Company's projected capital expenditures in Exhibit B. The total amount requested by the Company (\$2.5 billion) exceeds its estimated capital expenditures of \$1.7 billion for calendar year 2026. The additional amount requested exceeding the estimated capital expenditures allows for financial flexibility with regard to unexpected events such as hurricanes,

State of Florida



Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

DATE: October 23, 2025

TO: Office of Commission Clerk (Teitzman)

FROM: Division of Accounting and Finance (Quigley, D. Buys) *MC*
Office of the General Counsel (Farooqi) *SPS*

RE: Docket No. 20250115-EI - Application for authority to issue and sell securities during 12 months ending December 31, 2026, by Duke Energy Florida, LLC.

AGENDA: 11/4/2025 - Consent Agenda - Final Action - Interested Persons May Participate

SPECIAL INSTRUCTIONS: None

Please place the following application for authority to issue and sell securities on the consent agenda for approval.

Docket No. 20250115-EI - *Application for authority to issue and sell securities during 12 months ending December 31, 2026, by Duke Energy Florida, LLC.*

Duke Energy Florida, LLC (DEF or Company) seeks the authority to issue, sell, or otherwise incur during 2026 up to \$1.5 billion of any combination of equity securities, long-term debt securities, and other long-term obligations. Additionally, the Company requests authority to issue, sell, or otherwise incur during 2026 and 2027, up to \$2.5 billion outstanding at any time of short-term debt securities and other obligations.

In its application, DEF confirms that the capital raised pursuant to this application will be used in connection with the regulated activities of the Company and not the unregulated activities of its unregulated affiliates.

Staff has reviewed the Company's projected capital expenditures in Exhibit B. The total amount requested by the Company (\$4 billion) exceeds its estimated capital expenditures of \$2.5 billion for calendar year 2026. The requested amount exceeding its estimated capital expenditures allows for financial flexibility with regard to unexpected events such as hurricanes, financial market disruptions, and other unforeseen circumstances. Staff believes the requested amounts are reasonable and appropriate. Staff recommends DEF's application for authority to issue and sell securities be approved.

For monitoring purposes, this docket should remain open until May 1, 2027, to allow the Company time to file the required Consummation Report.

Docket No. 20250105-EI

Date: October 23, 2025

financial market disruptions, and other unforeseen circumstances. Staff believes the requested amounts are reasonable and appropriate. Staff recommends TECO's application for authority to issue and sell securities during 2026 be approved.

For monitoring purposes, this docket should remain open until May 1, 2027, to allow the Company time to file the required Consummation Report.

Item 3

State of Florida



Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

DATE: October 23, 2025

TO: Office of Commission Clerk (Teitzman)

FROM: Office of the General Counsel (Brownless) *JSC*
Division of Economics (Clark, Prewett) *EPD*

RE: Docket No. 20250039-EU – Petition to resolve territorial dispute in Gadsden County with the City of Quincy, by Talquin Electric Cooperative, Inc.

AGENDA: 11/04/25 – Regular Agenda – Proposed Agency Action - Interested Persons May Participate

COMMISSIONERS ASSIGNED: All Commissioners

PREHEARING OFFICER: Fay

CRITICAL DATES: None

SPECIAL INSTRUCTIONS: None

Case Background

On March 10, 2025, Talquin Electric Cooperative, Inc. (Talquin) filed a petition to resolve a territorial dispute with the City of Quincy (Quincy). The territory in dispute is a proposed development of 65 acres on Bostick Road, with future plans for up to 155 residential lots with a projected load of approximately 930-1,240 kilowatts (kW). A total of 4 phases are planned for the overall development, with Phases 1-3 being located in the disputed area within the 65 acres (a/k/a “the Bostick Road Property”). Phase 4, consisting of 75 residential lots, is planned to be constructed on an adjacent property.

The parties executed a territorial agreement in 1995 (1995 Territorial Agreement) which expired in 2010.¹ Since that time the parties have continued to abide by the boundaries of the 1995 Territorial Agreement. The dispute between Talquin and Quincy is to which utility would provide electric service to the new development located on the Bostick Road Property. Both parties agreed that Phase 4 lies wholly within Quincy's territorial area as defined by the 1995 Territorial Agreement.^{2,3} Both Quincy and Talquin requested to provide service to the entire Bostick Road Property as portions of Phases 1-3 are located within each party's respective service territory according to the 1995 Territorial Agreement.^{4,5}

This docket was originally set for an evidentiary hearing on October 28-29, 2025, by Order No. PSC-2025-0262-PCO-EU, issued July 8, 2025.⁶ On July 22, 2025, Quincy and Talquin filed a joint motion to extend the time until August 29, 2025, to file their direct testimony which was granted by Order No. PSC-2025-0286-PCO-EU, issued July 23, 2025.⁷

On August 27, 2025, Quincy and Talquin filed a joint motion to suspend the procedural schedule, so that the parties could focus on formalizing the new territorial agreement. This joint motion was granted by Order No. PSC-2025-0326-PCO-EU, issued August 29, 2025.⁸

On September 5, 2025, Quincy and Talquin filed a petition to approve a new territorial agreement (2025 Territorial Agreement) dated August 26, 2025, which resolves all outstanding issues between the parties. This recommendation addresses the 2025 Territorial Agreement, which is intended to replace the 1995 Territorial Agreement and also reconcile the dispute over the Bostick Road Property by setting Quincy's boundary line to include Phase 4 and Talquin's boundary line to include Phases 1-3.

During the review process of both petitions, Quincy and Talquin responded to four Staff Data Requests. The proposed 2025 Territorial Agreement, if approved as filed, would establish new territorial boundaries, effect the transfer of extra-territorial customers being served by Talquin to Quincy, and assist the joint petitioners in identifying necessary and appropriate facility transfers. The Commission has jurisdiction over this matter pursuant to Section 366.04, Florida Statutes (F.S.).

¹ Order No. PSC-95-1522-FOF-EU, issued December 11, 1995, in Docket No. 950532-EU, *In re: Joint petition for approval of territorial agreement between Talquin Electric Cooperative, Inc. and City of Quincy*.

² Document No. 01430-2025, Petition of Talquin Electric Cooperative, Inc. to Resolve Territorial Dispute.

³ Document No. 02321-2025, City of Quincy's Opposition to the Petition of Talquin Electric Cooperative, Inc. to Resolve Territorial Dispute.

⁴ Document No. 03660-2025, Talquin Electric Cooperative's Response to Staff's Third Data Request, No. 5.

⁵ Document No. 03668-2025, City of Quincy's Responses to Staff's Third Data Request, No. 5.

⁶ Order No. PSC-2025-0262-PCO-EU, issued July 8, 2025, in Docket No. 20250039-EU, *In re: Petition to resolve territorial dispute in Gadsden County with the City of Quincy, by Talquin Electric Cooperative, Inc.*

⁷ Order No. PSC-2025-0286-PCO-EU, issued July 23, 2025, in Docket No. 20250039-EU, *In re: Petition to resolve territorial dispute in Gadsden County with the City of Quincy, by Talquin Electric Cooperative, Inc.*

⁸ Order No. PSC-2025-0326-PCO-EU, issued August 29, 2025, in Docket No. 20250039-EU, *In re: Petition to resolve territorial dispute in Gadsden County with the City of Quincy, by Talquin Electric Cooperative, Inc.*

Date: October 23, 2025

Discussion of Issues

Issue 1: Should the Commission approve the proposed 2025 Territorial Agreement between Talquin and Quincy, dated September 5, 2025?

Recommendation: Yes, the Commission should approve the proposed 2025 Territorial Agreement between Talquin and Quincy in Gadsden County, as consistent with the standards for approval set forth in Rule 25-6.0440(2), Florida Administrative Code (F.A.C.). The proposed 2025 Territorial Agreement, if approved, adjusts the territorial boundary line set forth in the utilities' 1995 Territorial Agreement, allowing the joint petitioners to accommodate future loads in a more efficient and cost-effective manner. Also, the terms of the proposed 2025 Territorial Agreement would permit the joint petitioners to avoid unnecessary duplication of transmission and distribution facilities as well as better serve the future needs of their respective customers. (Clark)

Staff Analysis: Pursuant to Section 366.04(2)(d), F.S., and Rule 25-6.0440(2), F.A.C., the Commission has jurisdiction to approve territorial agreements between and among rural electric cooperatives, municipal electric utilities, and other electric utilities. Unless the Commission determines that the 2025 Territorial Agreement will cause a detriment to the public interest, the 2025 Territorial Agreement should be approved.⁹

Rule 25-6.0440(2), F.A.C., addresses the standards the Commission should consider for approving territorial agreements for electric utilities. The rule states:

- (2) Standards for Approval. In approving territorial agreements, the Commission may consider:
 - (a) The reasonableness of the purchase price of any facilities being transferred;
 - (b) The reasonable likelihood that the agreement, in and of itself, will not cause a decrease in the reliability of electrical service to the existing or future ratepayers of any utility party to the agreement;
 - (c) The reasonable likelihood that the agreement will eliminate existing or potential uneconomic duplication of facilities; and
 - (d) Any other factor the Commission finds relevant in reaching a determination that the territorial agreement is in the public interest.

Proposed 2025 Territorial Agreement

Talquin and Quincy executed the proposed 2025 Territorial Agreement addressing common boundaries surrounding the City of Quincy on September 5, 2025, to replace and supersede all prior expired agreements. Through the proposed 2025 Territorial Agreement, the joint petitioners seek to:

- (1) Reallocate service areas to better service accommodations for future loads in a more efficient and cost-effective manner;

⁹ *Utilities Commission cf the City cf New Smyrna Beach v. Florida Public Service Commission*, 469 So. 2d 731(Fla. 1985).

Date: October 23, 2025

- (2) Clarify utility services for future developments in the City of Quincy; and
- (3) Transfer facilities and all extra-territorial customers of Talquin to Quincy within six months of the Commission's approval of the proposed 2025 Territorial Agreement.

Included in the 2025 Territorial Agreement are maps displaying the territorial boundary lines separating Talquin and Quincy's service areas along with an exhibit depicting the changes in the territorial boundary lines from the 1995 Territorial Agreement to the 2025 Territorial Agreement. Also included are written descriptions of the territorial areas, terms for temporary service, correction of inadvertent service errors, procedures for the transfer of customers and facilities, the method of compensation for transferred facilities, lists of extra-territorial customers' addresses being transferred, and a sample copy of the letter provided to customers subject to transfer. With the items previously described, Quincy and Talquin's 2025 Territorial Agreement complete the items required per Rule 25-6.0440(1), F.A.C.

The proposed 2025 Territorial Agreement, if approved, would remain in effect for 30 years from date upon which the Commission's order approving the Agreement is no longer subject to judicial review.¹⁰ Upon the expiration of the initial 30-year term, the Agreement automatically renews for successive one-year renewal terms. Either party may terminate this Agreement provided that such termination becomes effective after the initial 30-year term by providing notice of termination to the other party no fewer than 12 months prior to the effective date of the termination in accordance with Section 8.3.

Proposed Boundary Changes

The joint petitioners assert that the proposed boundary line changes would avoid and eliminate the circumstances giving rise to duplication of service facilities and possible hazards.¹¹ The proposed boundary line changes address the previous 1995 Territorial Agreement's boundary line going through customers' properties and splitting land parcels as seen on Exhibit A-3.¹² These changes extend and/or compress the utilities' service areas by shifting the boundary line to coincide with the boundaries of the land parcels.

The boundary line changes found on Exhibit A-3 Map Page 10 of the proposed 2025 Territorial Agreement delineate the utilities' service territories and reconciles the main issue concerning the proposed Bostic Road Property housing development found in Talquin's petition filed on March 10, 2025.¹² Exhibit D of Talquin's petition provides the Master Plan for the development site. Pursuant to the 2025 Territorial Agreement, Quincy's service area would consist of Phase 4 while Talquin's service area would consist of Phases 1 – 3.¹³

Proposed Customer Transfers, Notifications, and Bills

The joint petitioners assert that, upon the effective date, there would be no active temporary service customers as they will have either been converted to permanent customers or will be

¹⁰ Document No. 09161-2025, Section 6.1 of 2025 Territorial Agreement.

¹¹ Document No. 09161-2025, Statement of Ultimate Facts Alleged and Providing the Basis for Relief 13. of 2025 Territorial Agreement.

¹² Document No. 09161-2025, Exhibit A-3 of 2025 Territorial Agreement.

¹³ Document No. 01430-2025, Petition of Talquin Electric Cooperative, Inc. to Resolve Territorial Dispute.

Date: October 23, 2025

treated as extra-territorial customers pursuant to Article III.¹⁴ The joint petitioners have identified 41 extra-territorial accounts (8 commercial and 33 residential) that have a point of use located within Quincy's territorial area but are receiving electric service from Talquin on the effective date of the proposed 2025 Territorial Agreement. Per the 2025 Territorial Agreement, such accounts would be transferred to Quincy within 6 months, and the parties will notify the Commission if circumstances require additional time.¹⁵

As required by Rule 25-6.0440(1)(d), F.A.C., the joint petitioners provided notification to the affected customers by letters dated September 2, 2025. Of the 41 extra-territorial accounts, Talquin states the United States Postal Services' records reflect 32 letters have been delivered, 2 letters were in transit to Washington state, and 7 were attempted deliveries and were returned as undelivered.¹⁶ In its letter to the extra-territorial customers, Talquin asserts that Quincy and Talquin will handle all of the transfer arrangements, and if these customers have a deposit with Talquin, the deposit will be applied to their last bill and any surplus will be refunded directly to the customer.¹⁷ Rule 25-6.0440(1)(d), F.A.C., also requires that affected customers experiencing differences in rates have such rate changes explained. In regards to the customer transfers from Talquin to Quincy noted above, Quincy and Talquin provided a July 2025 sample bill for a residential and commercial class customer using 1,000 kilowatt-hours (kWh) per month. The residential July 2025 sample bill at 1,000 kWh was \$159.26 for Talquin and \$133.41 for Quincy.¹⁸ Similarly, the sample commercial bill calculations provided show lower July 2025 bills for Quincy compared to Talquin.¹⁹

Pursuant to Rule 25-6.0440(1)(e), F.A.C., Talquin received communications from three customers by telephone. Of these three, one customer did not appear concerned about the transfer after receiving an explanation. The other two customers expressed discontent over their accounts being transferred over to Quincy, and of these two, one has also submitted written correspondence to the Commission.²⁰ There are several concerns raised in the written correspondence regarding Quincy's service. First, that the public was only given notice of the 2025 Territorial Agreement after the agreement was finalized, and not given a chance to give input during the negotiation process. Second, that billing was often not sent out on time resulting in very little time to pay before a late fee was imposed. Third, that restoration of power outages was slow. Fourth, that the Quincy electric utility's financial stability is questionable since the City owed Duke Energy Florida, LLC for wholesale electric and natural gas purchases a combined total of \$2.2 million as of July of 2025.²¹

The Commission has limited jurisdiction over rural electric cooperatives and municipal electric utilities, i.e., Talquin and Quincy. The jurisdiction over these electric utilities is limited to: imposition of uniform systems and classifications of accounts; rate structure; conservation and reliability within a coordinated grid; approval of territorial agreements; and resolution of

¹⁴ Document No. 09161-2025, Section 2.4 of 2025 Territorial Agreement.

¹⁵ Document No. 09161-2025, Section 3.2 of 2025 Territorial Agreement.

¹⁶ Document No. 14046-2025, joint petitioners' response to Staff's Fourth Data Request, No. 3.a.

¹⁷ Document No. 09161-2025, Exhibit C of 2025 Territorial Agreement.

¹⁸ Document No. 14046-2025, joint petitioners' response to Staff's Fourth Data Request, No. 1.F

¹⁹ Document No. 14046-2025, joint petitioners' response to Staff's Fourth Data Request, No. 2.

²⁰ Document No. 14046-2025, joint petitioners' response to Staff's Fourth Data Request, No. 3.b.

²¹ Document No. 13794-2025.

Date: October 23, 2025

territorial disputes with other electric utilities. Section 366.04(2), F.S. The issues raised above are of the type that are appropriately raised with the City of Quincy Utility Department.

While staff recognizes that these could be areas of legitimate concern, the Commission has consistently adhered to the principle set forth in *Storey v. Mayo*, 217 So. 2d 304, 307-308 (Fla. 1968), and reaffirmed in *Lee County Electric Cooperative v. Marks*, 501 So. 2d 585 (Fla. 1987), that no person has a right to compel service from a particular utility simply because he believes it to be to his advantage. The Court went on to say in *Lee County* that “larger policies are at stake than one customer's self-interest, and those policies must be enforced and safeguarded by the Florida Public Service Commission.” *Lee County Electric Cooperative*, at 587.²²

Staff Review

In its review, staff analyzed the proposed 2025 Territorial Agreement for compliance with each component of Rule 25-6.0440(2), F.A.C. Regarding paragraph (2)(a), staff notes that while no dollar amounts are given, the joint petitioners have outlined a compensation formula for the transfer of electric distribution facilities used exclusively for providing electric service to transferred customers. The amount of compensation would be based upon the replacement cost (new) at the time of the proposed transfer, less depreciation calculated on a 30-year straight-line basis over the life of the asset (facility) as determined from the transferring party's books and records and any costs incurred by the transferring party for the reintegration of its remaining system to the extent such reintegration costs are reasonably required by sound utility practices.²³ This compensation would consist of a cash payment made within 60 days of the presentation of an invoice from the transferring party.²⁴

Consistent with Rule 25-6.0440(2)(b), F.A.C., the 2025 Territorial Agreement is not expected to result in a decrease in the reliability of electrical service for existing or future customers of either Talquin or Quincy. The joint petitioners state the 2025 Territorial Agreement largely maintains the status quo. Talquin and Quincy argue that they have the capacity for future growth as Talquin has three substations (Gretna, Point Milligan, and Wetumpka) in the surrounding area, which has a combined capacity to serve 112 megavolt-amperes (MVA). Quincy maintains two substations (North and South) that have a combined capacity to serve 81 MVA.²⁵ Staff believes Quincy and Talquin have more than adequate capacity to meet the needs of current load and future growth.

The joint petitioners state that the proposed 2025 Territorial Agreement will eliminate existing and potential uneconomic duplication of facilities as referenced in Rule 25-6.0440(2)(c), F.A.C. In order to eliminate potentially uneconomic duplications of facilities, Talquin will transfer certain facilities related to the extra-territorial customers to Quincy necessary to serve customers within Quincy's service area. Currently, the parties are only aware of one Talquin Express Distribution Line running north and west along Moore Road within Quincy's service territory.²⁶ Talquin suspects that when it was built in 1989, it was to minimize vegetation removal costs, but

²² Order No. PSC-96-0755-FOF-EU, issued June 10, 1996, in Docket No. 19950307-EU, *In re: Petition to resolve a territorial dispute with Florida Power & Light Company in St. Johns County*, by Jacksonville Electric Authority.

²³ Document No. 09161-2025, Section 4.3 of 2025 Territorial Agreement.

²⁴ Document No. 09161-2025, Section 4.4 of 2025 Territorial Agreement.

²⁵ Document No. 14046-2025, joint petitioners' response to Staff's Fourth Data Request, No. 4.

²⁶ Document No. 14046-2025, joint petitioners' response to Staff's Fourth Data Request, No. 5.a.

Date: October 23, 2025

the parties do not believe it will result in uneconomic duplication of facilities.²⁷ Staff agrees that both parties have adequately addressed this issue as no Quincy facilities currently exist along Moore Road.

The Commission has broad discretion under Rule 25-6.0440(2)(d), F.A.C, to consider any other factors that it may believe are relevant to it in reaching a public interest determination. Staff's review did not identify any other relevant factors. As it relates to the transfer of extra-territorial customers from Talquin to Quincy noted above, staff notes that the provided July 2025 sample bills were lower for Quincy when compared to Talquin.

Conclusion

Staff has thoroughly reviewed the 2025 Territorial Agreement. Based on the above analysis, staff believes the Commission should approve the proposed 2025 Territorial Agreement between Talquin and Quincy, as consistent with the Standards for Approval set forth in Rule 25-6.0440(2), F.A.C. Staff believes the proposed Territorial Agreement, if approved, amends the respective boundary lines between these utilities allowing the joint petitioners to further accommodate their service to future loads in a more efficient and cost-effective manner in their respective retail service areas. Also, the terms of the proposed 2025 Territorial Agreement, if approved, would allow the joint petitioners to avoid unnecessary duplication of transmission and distribution facilities and better serve the future needs of their respective customers.

²⁷ Document No. 14046-2025, joint petitioners' response to Staff's Fourth Data Request, No. 5.c.

Date: October 23, 2025

Issue 2: Should this docket be closed?

Recommendation: Yes. If no protest is filed by a person whose substantial interests are affected within 21 days of the issuance of the Order, this docket should be closed upon the issuance of a Consummating Order. (Brownless)

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



Attorneys and Counselors at Law
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September 5, 2025

ELECTRONIC FILING

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

Re: Docket 20250039-EU, In re: Petition to resolve territorial dispute in Gadsen County
with the City of Quincy, by Talquin Electric Cooperative, Inc.

Dear Mr. Teitzman:

Attached for filing in the above-referenced docket is Talquin Electric Cooperative, Inc. and
the City of Quincy's Joint Petition to Approve Territorial Agreement.

Thank you for your assistance in connection with this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Malcolm N. Means'.

Malcolm N. Means

MNM/

Attachment

cc: All Parties of Record

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition to resolve territorial dispute in
Gadsden County with the City of Quincy, by
Talquin Electric Cooperative, Inc.

DOCKET NO. 20250039-EU
FILED: September 5, 2025

**JOINT PETITION OF TALQUIN ELECTRIC COOPERATIVE, INC.
AND THE CITY OF QUINCY TO APPROVE TERRITORIAL AGREEMENT**

Talquin Electric Cooperative, Inc. ("Cooperative") and the City of Quincy ("Quincy") (collectively, the "Parties"), pursuant to Section 366.04(2)(d), Florida Statutes, and Rule 25-6.0440, Florida Administrative Code, hereby jointly petition the Florida Public Service Commission ("Commission") for approval of the Parties' territorial agreement, and in support of this Petition, state:

I. Preliminary Information

1. Cooperative is an electric cooperative organized and existing under Chapter 425, Florida Statutes, and presently furnishes electric service to members in Gadsden, Leon, Liberty, and Wakulla Counties in the State of Florida. Quincy is an electric utility pursuant to 366.02(4), Florida Statutes, and is subject to the jurisdiction of the Commission for purposes of approving territorial agreements between electric cooperatives and municipal electric utilities pursuant to Section 366.04(2)(d), Florida Statutes. Cooperative's principal offices are located at 1640 West Jefferson Street, Quincy, Florida 32351. Quincy is a municipality operating a public electric utility engaged in the business of selling electric energy to its customers primarily within the city limits of the City of Quincy in Gadsden County, Florida.

2. The persons to whom all notices and other documents should be sent in connection with this docket are:

Malcolm N. Means mmeans@ausley.com Kevin A. Forsthoefel kforsthoefel@ausley.com Ausley McMullen Post Office Box 391 Tallahassee, Florida 32302-0391 (850) 224-9115	Tracy Bensley Tracy.bensley@talquinelectric.com General Manager Talquin Electric Cooperative, Inc. P.O. Box 1679 Quincy, Florida 32353-1679 (850) 627-7651
Gary A. Roberts, Esq. City Attorney, Quincy Florida 130 Salem Court Tallahassee, Florida 32301 garyr@garyrobertslaw.com (850) 513-050	Richard Ash City Manager, Quincy Florida 404 West Jefferson Street Quincy, Florida 32351 rash@myquincy.net (850) 618-1884

3. For purposes of this Petition, the Commission has jurisdiction over both Cooperative and Quincy for the planning, development, and maintenance of a coordinated electric power grid to assure an adequate and reliable source of energy for operational and emergency purposes and to avoid uneconomic duplication of generation, transmission, and distribution facilities pursuant to Section 366.04(5), Florida Statutes. Moreover, as explained above, Section 366.04(2)(d), Florida Statutes, gives the Commission the authority to approve territorial agreements between electric cooperatives and municipal electric utilities.

4. This Petition is filed consistent with Rule 28-106.201 of the Florida Administrative Code. The agency affected is the Florida Public Service Commission, located at 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399.

5. This Petition represents an original proceeding and does not involve reversal or modification of an agency decision or any proposed agency action.

II. Applicable Law

6. Pursuant to Section 366.04(2)(d) of the Florida Statutes, the Commission has authority to “approve territorial agreements between and among rural electric cooperatives, municipal electric utilities, and other electric utilities under its jurisdiction.”

7. The Commission promulgated Rule 25-6.0440 of the Florida Administrative Code to implement this authority. Rule 25-6.0440(1) of the Florida Administrative Code states that all territorial agreements “must be submitted to the Commission for approval.”

8. Rule 25-6.0440(1)(a)-(f) of the Florida Administrative Code sets out the required contents of a territorial agreement submission, including:

- a. A map and a written description of the area,
- b. The terms and conditions pertaining to implementation of the agreement, and any other terms and conditions pertaining to the agreement,
- c. The number and class of customers to be transferred,
- d. Assurance that the affected customers have been contacted and the difference in rates explained,
- e. Information with respect to the degree of acceptance by affected customers, and
- f. An official Florida Department of Transportation (“DOT”) General Highway County map for each affected county depicting boundary lines established by the territorial agreement.

9. Rule 25-6.0440(2)(a)-(d) of the Florida Administrative Code sets out four factors the Commission may consider in determining whether to approve a territorial agreement, including:

- a. The reasonableness of the purchase price of any facilities being transferred,

- b. The reasonable likelihood that the agreement, in and of itself, will not cause a decrease in reliability of electrical service to the existing or future ratepayers of any utility party to the agreement,
- c. The reasonable likelihood that the agreement will eliminate existing or potential uneconomic duplication of facilities, and
- d. Any other factor the Commission finds relevant in reaching a determination that the territorial agreement is in the public interest.

III. Statement on Disputed Issues of Material Fact

10. In compliance with paragraph (2)(d) of Rule 28-106.201 of the Florida Administrative Code, the Parties state that they are not aware of any disputed issues of material fact at this time, and do not believe any disputed issues of material fact will arise in this docket, but acknowledge the possibility that other parties could assert disputed issues of material fact in this proceeding.

IV. Statement of Ultimate Facts Alleged and Providing the Basis for Relief

11. The ultimate facts that entitle the Parties to the relief requested are set out in paragraphs one through five, above, and the following.

12. Cooperative and Quincy are parties to a now expired Territorial Agreement dated March 22, 1995 (the “1995 Agreement”) that was approved by the Commission in Order No. PSC-1995-1522-FOF-EU, issued December 11, 1995 in Docket No. 950532-EU.

13. Cooperative and Quincy have reviewed the territorial boundary prescribed in the 1995 Agreement and determined that the renewal of and adjustment to their territorial boundary line is in order to accommodate service to future load in a more efficient and cost-effective manner

so as to avoid unnecessary duplication of transmission and distribution facilities and to better serve the future needs of their respective customers.

14. Attached hereto as Exhibit “1” is a Territorial Agreement dated August 26, 2025 (the “Agreement”), which was approved by Talquin’s Board of Trustees on August 20, 2025, and approved by Quincy’s City Commission on August 26, 2025. The effectiveness of the Agreement is subject to the approval of the Commission. The Agreement makes certain adjustments to the territorial boundary separating the service areas of the Parties in the areas depicted in the attached Boundary Line Map (Exhibit A-1), the Boundary Line Written Description (Exhibit A-2), and the Maps Depicting Changes in Territorial Boundary Lines from 1995 Territorial Agreement to 2025 Territorial Agreement (Exhibit A-3) all in Gadsden County, which will enable the parties to better serve future loads in that area.

15. This filing includes all elements required by Rule 25-6.0440(1) of the Florida Administrative Code, including:

- a. The service area boundary maps and written description of the area required by Rule 25-6.0440(1)(a) of the Florida Administrative Code are included in Exhibits A-1 and A-2 to the Agreement, respectively. The adjustments to the existing boundary line are depicted in the maps in Exhibit A-3 to the Agreement.
- b. The terms and conditions for implementation of the agreement required by Rule 25-6.0440(1)(b) of the Florida Administrative Code are included on pages 1-16 of the Agreement.
- c. The information regarding the number and class of customers to be transferred required by Rule 25-6.0440(1)(c) of the Florida Administrative Code is

included in Exhibit B to the Agreement. The forty-one Cooperative customers listed on Exhibit B ("Extra-Territorial Customers") will be transferred to Quincy. These services represent "temporary services" under the 1995 Territorial Agreement that are within the Quincy Territorial Area. The forty-one Extra-Territorial Customers include eight commercial accounts and thirty-three residential accounts.

- d. The Parties provided the customer notices required by Rule 25-6.0440(1)(d) of the Florida Administrative Code by mailing notices to all Extra-Territorial Customers on September 2, 2025 in the form attached as Exhibit C to the Agreement. The letters included information about the anticipated reduction in their current electric utility rates following completion of the transfer.
- e. Rule 25-6.0440(1)(e) of the Florida Administrative Code requires the Parties to provide information regarding the degree of acceptance by the Extra-Territorial Customers. Prior to sending the customer notice required by Rule 25-6.0440(1)(d) of the Florida Administrative Code, the Cooperative was contacted by one effected Cooperative Member who maintains four (4) accounts subject to transfer to Quincy pursuant to the Agreement. The Member advised that his preference was to maintain his electric utility accounts with the Cooperative. The Parties have received no other responses from the Extra-Territorial Customers as of the date of this filing.
- f. The official Florida DOT General Highway County Map depicting the Parties' service area boundary required by Rule 25-6.0440(1)(f) of the Florida Administrative Code is attached hereto as Exhibit "2".

16. Each of the factors listed in Rule 25-6.0440(2)(a)-(d) of the Florida Administrative Code weighs in favor of Commission approval of the Agreement:

- a. The purchase price for transferred facilities is reasonable. Section 4.3 of the Agreement sets out the compensation formula for the facilities related to the forty-one Extra-Territorial Customers that will be transferred from Cooperative to Quincy.
- b. The Agreement, in and of itself, will not cause a decrease in the reliability of electrical service for existing or future customers of either Cooperative or Quincy. Quincy represents that it has the capacity to serve the 41 Extra-Territorial Customers to be transferred to Quincy pursuant to the Agreement as well as all future customers within the Quincy Territorial Area prescribed in the Agreement.
- c. The Agreement will eliminate existing and potential uneconomic duplication of facilities. Cooperative has existing facilities in place to serve the areas surrounding Quincy, and the new Agreement will ensure that the City does not duplicate facilities to serve in these areas. Similarly, Cooperative will transfer certain facilities related to the Extra-Territorial Customers to Quincy to avoid uneconomic duplication of facilities necessary to serve customers within Quincy's service area.
- d. The Parties also believe the Commission should consider the fact that the Parties negotiated the terms and boundary set out in the Agreement in good faith with the purpose of finding a safe, economic, and efficient method of providing electrical service to the Parties' respective customers.

17. Based on consideration of these factors, the Agreement is in the public interest and will enable Cooperative and Quincy to better serve their respective customers in the respective Territorial Areas.

WHEREFORE, for the reasons stated above, Cooperative and Quincy respectfully request the Commission to consider and approve the Territorial Agreement attached hereto as Exhibit "1".

Respectfully submitted this 5th day of September, 2025.

/s/ Malcolm N. Means
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ATTORNEYS FOR TALQUIN
ELECTRIC COOPERATIVE, INC.

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ATTORNEY FOR CITY OF QUINCY

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that electronic copies of the foregoing Joint Petition has been furnished
by electronic mail on September 5, 2025 to the following:

Ms. Suzanne Brownless
Office of General Counsel
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850
sbrownle@psc.state.fl.us

Mr. Gary A. Roberts
City Attorney, Quincy, Florida
130 Salem Court
Tallahassee, FL 32301
garyr@garyrobertslaw.com

/s/ Malcolm N. Means
ATTORNEY

Exhibit “1”
TERRITORIAL AGREEMENT

TERRITORIAL AGREEMENT

Section 0.1 THIS TERRITORIAL AGREEMENT ("AGREEMENT"), is made and entered into this 26th day of August, 2025, by and between TALQUIN ELECTRIC COOPERATIVE, INC., an electric cooperative corporation organized and existing under the laws of the State of Florida (herein called the "COOPERATIVE"), and CITY OF QUINCY, a municipal corporation organized and existing under the laws of the State of Florida (herein called the "CITY").

WITNESSETH:

Section 0.2 WHEREAS, the COOPERATIVE, by virtue of Florida Statutes, Chapter 425, and the Charter issued to it thereunder, is authorized and empowered to furnish electricity and power to its Members, governmental agencies, political subdivisions, private individuals, corporations and others, as defined by the laws of Florida, and pursuant to such authority, presently furnishes electricity and power to Members in areas of Leon, Liberty, Wakulla, and Gadsden County, Florida; and

Section 0.3 WHEREAS, the CITY, by virtue of its Charter, is authorized and empowered to furnish electricity and power to persons, firms and corporations, both within and without its corporate limits, and presently furnishes electricity and power to customers in areas of Gadsden County, Florida; and

Section 0.4 WHEREAS, the COOPERATIVE and the CITY were parties to a territorial agreement delineating their respective service territories in Gadsden County, Florida dated March 22, 1995, which was subsequently approved by the Commission in an Order Approving Territorial Agreement Between Talquin Electric Cooperative, Inc., and the City of Quincy (Order No. PSC-95-1522-FOF-EU issued on December 11, 1995 in Docket No. 950532-EU (the "1995

Agreement”). The 1995 Agreement expired as of December 11, 2010; however, from December 2010 to the present, the parties have continued to honor the territorial area prescribed in the Territorial Agreement and the parties are unaware of any unapproved infringements upon either party’s territorial area.; and

Section 0.5 WHEREAS, the respective areas of retail service of the parties hereto are contiguous in many places with the result that in the future substantial duplication of service facilities will occur unless such duplication is precluded; and

Section 0.6 WHEREAS, the Florida Public Service Commission (the “Commission”) has previously recognized that any such duplication of said service facilities by the parties results in needless and wasteful expenditures and creates hazardous situations; both being detrimental to the public interest; and

Section 0.7 WHEREAS, the parties desire to continue to avoid and eliminate the circumstances giving rise to the aforesaid duplications and possible hazards and to that end desire to operate within delineated retail service areas for the period hereinafter fixed and set forth; and

Section 0.8 WHEREAS, the parties desire to enter into a new Agreement better to service their interests and the interests of their respective customers and Members in realizing the planning, operational and customer service benefits provided by their respective electric systems by the properly constructed, approved, and supervised territorial agreement; and

Section 0.9 WHEREAS, in order to accomplish these goals, the parties have delineated boundary lines in portions of Gadsden County, Florida, hereinafter referred to as “Territorial Boundary Lines”, and said meandrous boundary lines define and delineate the retail service areas of the parties in portions of Gadsden County, Florida; and

Section 0.10 WHEREAS, subject to the provisions hereof, the herein defined

“Cooperative Territorial Area” will be allocated to the COOPERATIVE as its service area and the herein defined “City Territorial Area” will be allocated to the CITY as its service area; and

Section 0.11 WHEREAS, the Florida Public Service Commission has recognized on several occasions the wisdom of retail territorial agreements between competing utilities and has adhered to the general opinion that retail territorial agreements, when properly presented to the Commission, in the proper circumstances, are advisable and in the public interest; and

Section 0.12 WHEREAS, the Florida Public Service Commission is empowered by the Florida legislature to approve territorial agreements; and the Commission, as a matter of long-standing regulatory policy, has encouraged retail territorial agreements between electric utilities subject to its jurisdiction based on its findings that such agreements, when properly established and administered by the parties and actively supervised by the Commission, avoid uneconomic duplication of facilities, promote safe and efficient operations by utilities in rendering electric service provided to their customers, and therefore serve the public interest;

Section 0.13 NOW, THEREFORE, in fulfillment of the purposes and desires 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 as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Territorial Boundary Lines - As used herein, the term “Territorial Boundary Lines” shall mean the boundary line(s) as depicted on the maps attached hereto as Exhibit A-1 which delineate and differentiate the parties’ respective Territorial Areas in Gadsden County. A written description of the territorial boundaries is included in Exhibit A-2 as required by Rule 25-6.0440(1)(a), F.A.C. Maps depicting the changes in the territorial boundaries from the 1995

Agreement to this Agreement are attached hereto as Exhibit A-3.

Section 1.2 Cooperative Territorial Area - As used herein the term “Cooperative Territorial Area” shall mean all of the territory and lands in Gadsden County, Florida, lying within Territorial Boundary Lines and labeled in “Cooperative Territorial Area” and more particularly described in Composite Exhibit A.

Section 1.3 City Territorial Area - As used herein the term “City Territorial Area” shall mean all of the territory and lands in Gadsden County, Florida, lying within Territorial Boundary Lines and labeled “City Territorial Area” and more particularly described in Composite Exhibit A.

Section 1.4 New Customers - As used herein, the term “New Customer” shall mean all retail electric consumers applying for service to either CITY or COOPERATIVE after the date of entry of the order from the Florida Public Service Commission contemplated in Section 5.1 of this Agreement.

Section 1.5 Existing Customers – As used herein, the term “Existing Customer” shall mean any person receiving retail electric service from either COOPERATIVE or CITY at the location for which the service is existent on the effective date of this Agreement. The term Existing Customer shall include the widow, widower, or divorced spouse of an Existing Customer who received retail electric service at the same location as of the effective date of this Agreement.

Section 1.6 Person – As used herein, the term “Person” shall have the same inclusive meaning given to it in Section 1.01(3), Florida Statutes (2025).

Section 1.7 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 the customer’s point of delivery where metering is located. The point of use – 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 1.8 Express Distribution Lines – As used herein, the term “Express Distribution Lines” shall mean a line and related facilities, at distribution voltage, that transports power through the other party’s Territorial Area but serves no load within such territory.

Section 1.9 Temporary Service Customers. As used herein, “Temporary Service Customers” shall mean those customers who are being temporarily served under the temporary service provisions of this Agreement.

Section 1.10 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.

ARTICLE II AREA ALLOCATIONS AND NEW CUSTOMERS

Section 2.1 Allocations – The Cooperative Territorial Area, as herein defined, will be exclusively allocated to the COOPERATIVE as its service area for the period of time hereinafter specified; and the City Territorial Area, as herein defined, will be exclusively allocated to the CITY as its service area for the same period; and, except as otherwise specifically provided herein, neither party shall deliver any electric energy across any Territorial Boundary for use at retail in any of the service areas, as herein defined, of the other.

Section 2.2 New Customers - Neither party shall hereafter knowingly serve or offer to serve a New Customer whose Point of Use is located in the Territorial Area of the other party, except as provided in Section 2.3 below.

The parties acknowledge that there are instances where the Territorial Boundary Line will

traverse the property of a New Customer and, 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. Therefore, the parties 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.

Notwithstanding the foregoing, the parties agree that if a distinct phase of a construction development is being constructed at a single period in time and falls on both sides of the Territorial Boundary Line, then the Territorial Boundary Line shall be altered by amendment to this Agreement so that the utility serving the predominant number of customers of that current phase of the construction development would be entitled to serve the entirety of that current phase of the construction development. Any amendment under this Section shall be submitted to the Commission for approval.

Section 2.3 Temporary Service – It shall be the responsibility of each party to furnish electric service to all customers located within its Territorial Area; however, 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 the New Customer's Point of Use is located (the "Requesting Party"). In such instances, upon written approval by Requesting Party, the other party (the "Temporary Serving Party") may, in its sole discretion, agree in writing to provide temporary service to such New Customer (the "Temporary Service Customer"), subject to the following terms:

- a) Prior to the commencement of the temporary service, the Requesting Party shall

reimburse the Temporary Serving Party the cost required (including both labor and materials) for the Temporary Serving Party to provide service to the Temporary Service Customer (the “Temporary Service Cost in Aid of Construction”).

- b) Prior to the commencement of the temporary service, the Temporary Serving Party shall inform the Temporary Service Customer of the temporary nature of its service and that the Requesting Party may ultimately serve the New Customer if service can be provided by the Requesting Party within 12-months from the date of commencement of service (the “12-month Temporary Service Period”).
- c) Within the 12-month Temporary Service Period, the Requesting Party may provide written notice of its intent and ability to permanently serve the Temporary Service Customer so long as the effective date of the commencement of service falls within the initial 12-month period. The parties shall coordinate the transfer of the service to minimize the inconvenience to the Temporary Service Customer. Within sixty (60) days of the commencement of permanent service by the Requesting Party to the former Temporary Service Customer, the Temporary Serving Party shall reimburse the Requesting Party for the salvage costs of any materials retained following removal of the facilities less the labor costs incurred to remove the facilities.
- d) The Parties agree that after the 12-month Temporary Service Period, the service is no longer considered “temporary” and the Temporary Serving Party shall be entitled to permanently serve the Temporary Service Customer.
- e) Following the 12-month Temporary Service Period, the Parties agree to jointly petition the Commission to seek approval of an amendment to this Agreement to

amend the Territorial Boundary Lines to reflect the transfer of the parcel being served to the Territorial Area of the Temporary Serving Party that provided 12-months of continuous service to the Temporary Service Customer. Upon approval of the amendment to the Territorial Boundary Lines by the Commission, the former Temporary Serving Party shall notify the former Temporary Service Customer of the permanent status of the service.

- f) Within sixty (60) days after Commission approval of the amended Territorial Boundary Lines, and the Requesting Party shall be entitled to reimbursement of the full amount paid for the Temporary Service Cost in Aid of Construction.

Under no circumstances shall the Requesting Party be entitled to compensation for any loss of revenues for the period during which such temporary service was provided by the Temporary Serving Party.

Notwithstanding the foregoing, it is understood that the COOPERATIVE must furnish its service mainly to its Members in order to preserve its tax-exempt status; therefore, if the proposed recipient of temporary service will not join the COOPERATIVE as a Member, then the COOPERATIVE may decline such request by the CITY when the COOPERATIVE determines that providing such service may jeopardize its tax-exempt status under applicable federal law. Nothing herein shall be construed as requiring either party to provide temporary service within the other parties' Territorial Area in any instance where, in its sole discretion, a party determines that providing such temporary service would be unduly burdensome or inconsistent with the utility's governing law, policies, or financial structure.

Section 2.4 Present Temporary Service Customers – This Agreement is intended to apply to New Customers, as herein defined. It is the parties' intention that, upon the Effective Date, there

will be no active Temporary Service Customers as they will have either been converted to permanent customers based on adjustments made to the parties' respective Territorial Area pursuant to this Agreement or they will be treated as Extra-Territorial Customers pursuant to Article III.

Section 2.5 Referral of Service Request – In the event that a prospective New Customer requests or applies for service from either party to be provided to a Point of Use located in the Territorial Area of the other party, the party receiving the request or application shall advise the prospective New Customer that such service is not permitted under this Agreement and shall refer the prospective New Customer to the other party.

Section 2.6 Non-Solicitation – The parties shall not solicit potential or existing electric utility customers within the other party's Territorial Area.

Section 2.7 Correction of Inadvertent Service Errors – If any situation is discovered during the term of this Agreement in which either party is inadvertently providing retail electric service to a customer's Point of Use located within the Territorial Area of the other party, service to such customer by the proper party will be established at the earliest practicable time, but in any event within twelve (12) months of the date the inadvertent service error was discovered. Until service by the proper party can be reasonably established, the inadvertent service will be deemed to be a temporary service provided and governed in accordance with Section 2.3, above, with the date the inadvertent service error was discovered serving as the commencement date of the 12-month Temporary Service Period.

Section 2.8 Annexation or De-Annexation – The Territorial Boundary Line shall not be affected by any change that may occur in the corporate limits of CITY lying within the Cooperative Territorial Area or the City Territorial Area; provided, however, that those customers with a Point

of Use annexed into the municipal boundaries of the CITY shall be subject to a franchise fee pursuant to any duly adopted franchise ordinance and agreement between the parties.

Section 2.9 Franchise – COOPERATIVE acknowledges CITY’s right to require utility providers to enter into an agreement for the payment of a franchise fee to the CITY in exchange for the right of the utility to use the municipal right-of-way to provide utility services. COOPERATIVE agrees to negotiate with the CITY in good faith to enter into a franchise agreement outlining, among other things, the payment of a reasonable fee equal to a percentage of all of the COOPERATIVE’s retail sales within the city’s corporate limits in exchange for the right to locate the COOPERATIVE’s facilities within the municipal right-of-way.

ARTICLE III
TRANSFER OF CUSTOMERS AND FACILITIES

Section 3.0 General – The parties agree that all Extra-Territorial Customers shall be transferred to the Party in whose Territorial Area such customers’ Point of Use is located under this Agreement at the earliest practical time, consistent with sound utility practices and reasonable customer notices. To that end, the parties agree to complete the transfer of all Extra-Territorial Customers within six (6) months of the Effective Date and will notify the Commission in writing if circumstances require additional time to complete the transfer.

The parties have not identified any Extra-Territorial Customers currently served by the CITY and subject to transfer to COOPERATIVE pursuant to this Agreement.

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

In accordance with Rule 25-6.0440(1)(d), Florida Administrative Code, 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 hereto as Exhibit C, attached hereto.

Section 3.1 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 certain electric distribution facilities of the transferring party used exclusively for providing electric service to the transferred customers in exchange for payment of an amount to be determined in accordance with Section 4.3 below. COOPERATIVE affirms that it is willing to sell certain of its electric distribution facilities used exclusively for providing electric service to the transferred customers to the CITY, subject to the COOPERATIVE's right to exclude specific equipment or facilities from the sale for retention by the COOPERATIVE.

Section 3.2 Transfer Closings. For each transfer the parties shall mutually agree on a closing date within six (6) months of the Effective Date, allowing sufficient time for the parties to notify the customers, identify any facilities to be transferred, determine the compensation for transferred facilities, and to prepare the appropriate closing statements, assignments and other instruments to transfer and convey the transferring party's interest in the electric distribution facilities to the receiving party pursuant to Section 3.1 above.

Section 3.3 Transfer Instruments. For each transfer made under this Article III, 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. Notwithstanding anything to the contrary herein, all payments related to the transfer of any electric distribution facilities shall be made at the time of closing under Section 3.2.

ARTICLE IV
OPERATION AND MAINTENANCE

Section 4.1 Facilities to Remain - All Generating Plant, Transmission Lines, Substations, Distribution Lines and related facilities now or hereafter constructed and/or used by either party in conjunction with their respective electric utility systems, and which are directly or indirectly used and useful in serving customers in their respective service area, shall be allowed to remain where situated and shall not be subject to removal hereunder; provided, however, that each party shall operate and maintain said lines and facilities in such a manner as to minimize any interference with the operations of the other party.

Section 4.2 Joint Use - The parties hereto realize that it may be necessary, under certain circumstances and in order to carry out this Agreement, to make arrangements for the joint use of their respective service facilities, in which event such arrangements shall be made by separate instruments incorporating prudent engineering practices and providing proper clearances with respect thereto.

Section 4.3 Compensation for Transferred Facilities – This Section shall only apply in the event facilities must be transferred from one party to the other and the compensation amount for those facilities has not already been expressly determined by this Agreement. In those circumstances, the receiving party shall compensate the transferring party for the electric distribution facilities used exclusively for providing electric service to the transferred customers in an amount based upon the replacement cost (new) at the time of the proposed transfer, less (i) depreciation calculated on a 30-year straight-line basis over the life of the asset (facility) as determined from the transferring party's books and records and (ii) any costs incurred by the transferring party for the reintegration of its remaining system to the extent such reintegration costs are reasonably required by sound utility practices.

Section 4.4 Time of Payment – All payments from the receiving party to the transferring party determined in accordance with this Section shall be made in cash within sixty (60) days of the presentation of an invoice from the transferring party.

Section 4.5 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, right-of-way, easements, road permits, or other rights to the receiving party.

Section 4.6 RUS Approval – The parties acknowledge that a property transfer from COOPERATIVE to CITY may be subject to approval and release from security documents by the United States of American Department of Agriculture and Rural Utilities Service (“RUS”) or other lenders. All property transferred from COOPERATIVE to CITY under this Agreement shall be free and clear of all liens and encumbrances. For the avoidance of any doubt, the parties acknowledge and agree that no debts or obligations of the COOPERATIVE shall transfer to the CITY as part of the transfer of any property pursuant to this Agreement.

Section 4.7 Express Distribution Lines – Nothing herein shall be construed to prevent or in any way prohibit the right of each party to maintain any existing Express Distribution Lines within the Territorial Area of the other party. The future construction of any Express Distribution Lines through the other party’s Territorial Area must be pre-approved by the party with the rights to the Territorial Area through which the proposed Express Distribution Line will traverse.

ARTICLE V PREREQUISITE APPROVAL

Section 5.1 Florida Public Service Commission - The provisions of this Agreement are subject to the regulatory authority of the Florida Public Service Commission; and appropriate

approval by that body of the provisions of this Agreement shall be an absolute condition precedent to the validity, enforceability, and applicability hereof. This Agreement shall have no effect whatsoever until that approval has been obtained and the date of the Commission's Order, if any, granting approval of this Agreement shall be deemed the effective date of this Agreement. 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 of this Agreement.

Section 5.2 Liability in the Event of Disapproval - In the event approval pursuant to Section 5.1, is not obtained, neither party will have an action against the other arising under this Agreement.

Section 5.3 Supersedes Prior Agreements – Upon its approval by the Commission, this Agreement shall be deemed to specifically supersede all prior agreements between the parties defining the boundaries of their respective Territorial Areas within Gadsden County, Florida.

ARTICLE VI DURATION

Section 6.1 Term – This Agreement shall continue and remain in effect for a period of thirty (30) years from the date of the rendering of the Florida Public Service Commission's Order approving this Agreement pursuant to Section 5.1. Upon the expiration of the initial thirty (30) year Term, this Agreement shall automatically renew for successive one-year renewal terms. Either party may terminate this Agreement, provided that such termination becomes effective after the initial thirty (30) year term by providing notice of termination to the other party no fewer than twelve (12) months prior to the effective date of the termination. The notice shall be provided in accordance with Section 8.3 and shall state the effective date of termination.

ARTICLE VII
CONSTRUCTION OF AGREEMENT

Section 7.1 Intent and Interpretation - It is hereby declared to be the purpose and intent of this Agreement, in accordance with which all provisions of this Agreement shall be interpreted and construed, to further this State's policy for 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 7.2 Other Electric Utilities – Nothing in this Agreement is intended to define, establish, or affect in any manner the rights of either party hereto relative to any other electric utility not a party to this Agreement with respect to furnishing of retail electric service, including, but not limited to, the service territory of either party hereto relative to the service territory of any other electric utility not a party to this Agreement.

ARTICLE VIII
MISCELLANEOUS

Section 8.1 Negotiations - Whatever terms or conditions may have been discussed during the negotiations leading up to the execution of this Agreement, the only ones agreed upon are those set forth herein; and no alteration, modification, enlargement or supplement to this Agreement shall be binding upon either of the parties hereto unless the same shall be in writing signed by both parties and attached hereto.

Section 8.2 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 hereto any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions herein contained which shall inure to the sole benefit of and shall be binding only upon the parties hereto and their respective representatives, successors and assigns.

Section 8.3 Notices - Notices given hereunder shall be deemed to have been given to the COOPERATIVE if mailed by certified mail, postage prepaid, to: General Manager, Talquin Electric Cooperative, Inc., P.O. Box 1679, Quincy, Florida 32353; and to the CITY if mailed by certified mail, postage prepaid, to: City Manager, City of Quincy, 404 West Jefferson Street, Quincy, Florida 32351.

Such address to which such notice shall be mailed may be, at any time, changed by designating such new address and giving notice thereof in writing in the manner as herein provided.

Section 8.4 Public Records -- COOPERATIVE is not a public agency nor is it acting on behalf of a public agency under this Agreement. COOPERATIVE, however, acknowledges and agrees that CITY is required to comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of any public records created under this Agreement.

Section 8.5 Counterparts – This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall be deemed to be one and same agreement. Transmission of images of signed signature pages by facsimile, e-mail or other means shall have the same effect as the delivery of manually signed documents in person.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate by the COOPERATIVE in its name by its President, and its corporate seal hereto affixed by the Secretary of the COOPERATIVE, and by the CITY in its name by its City Manager, duly authorized thereto by a resolution of the City Commission adopted on the ____ day of ____ 2025, and its corporate

seal hereto affixed and attested by the City Clerk, on the day and year first above written; and one of said duplicate copies has been delivered to each of the parties hereto.

TAIQUIN ELECTRIC COOPERATIVE, INC.

ATTEST:

By: 
William VanLandingham
Secretary

By: 
Alexander
President

(Corporate Seal)

CITY OF QUINCY

ATTEST:

By: Janice Shackelford
Janice Shackelford
City Clerk

By: Dr. Beverly Nash
Dr. Beverly Nash
Mayor

APPROVED AS TO FORM AND
LEGALITY:

By: Gary Roberts
Gary Roberts
City Attorney

(Corporate Seal)

seal hereto affixed and attested by the City Clerk, on the day and year first above written; and one
of said duplicate copies has been delivered to each of the parties hereto.

TALQUIN ELECTRIC COOPERATIVE, INC.

ATTEST:

By: _____
William VanLandingham
Secretary

By: _____
Joseph Alexander
President

(Corporate Seal)

CITY OF QUINCY

A

By

Clerk

By


Dr. Beverly Nash
Mayor

APPROVED AS TO
LEG

AND

By

Roberts
City Attorney

(Corporate Seal)

EXHIBIT A-1
BOUNDARY LINE MAP

Approved By:



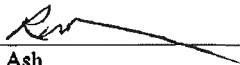
Tracy Bensley
General Manager, Talquin Electric Cooperative, Inc.

Richard Ash
Interim City Manager, City of Quincy, Florida

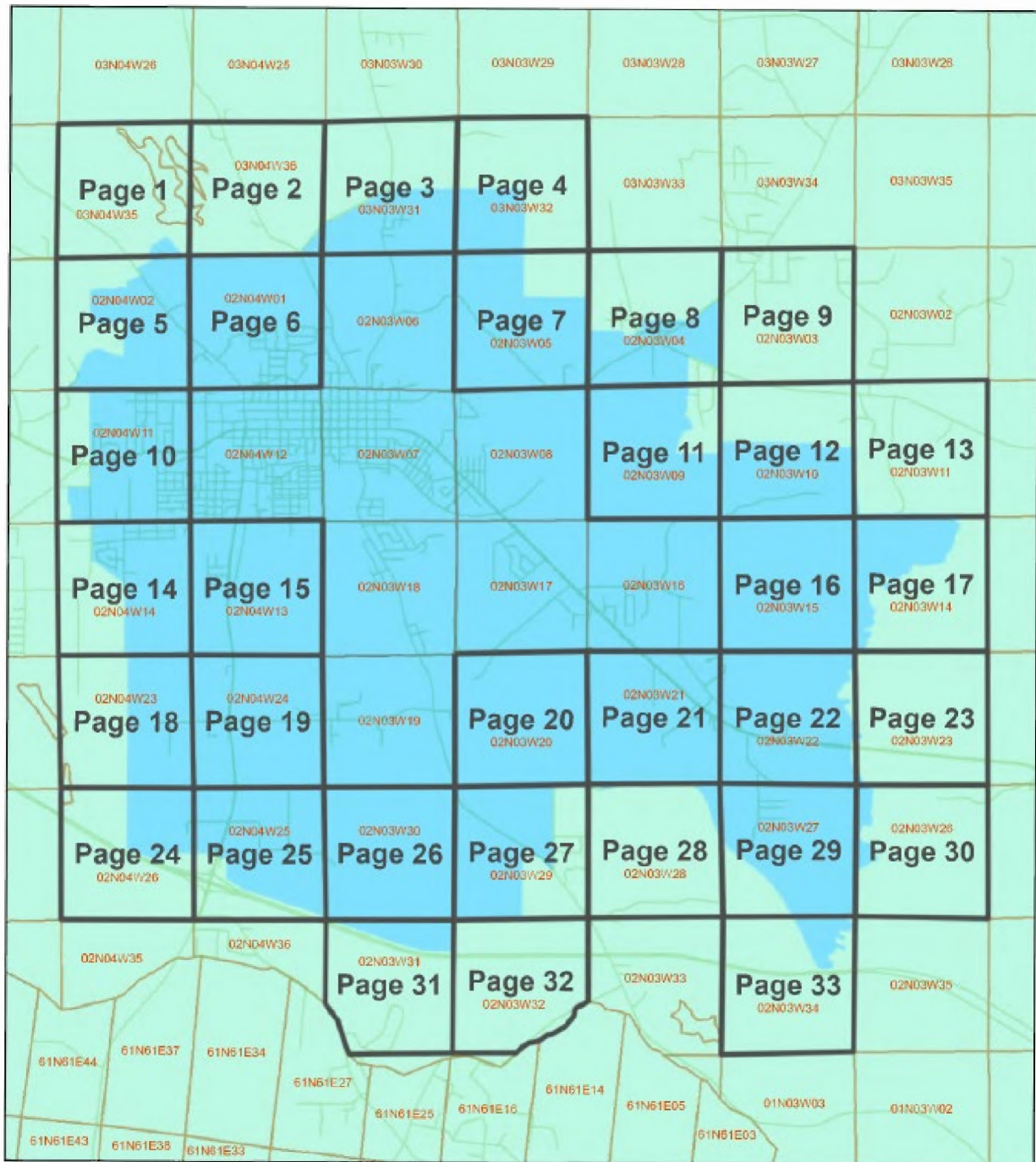
EXHIBIT A-1
BOUNDARY LINE MAP

Approved By:

Tracy Bensley
General Manager, Talquin Electric Cooperative, Inc.

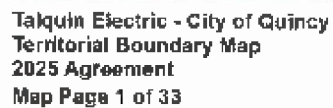


Richard Ash
Interim City Manager, City of Quincy, Florida

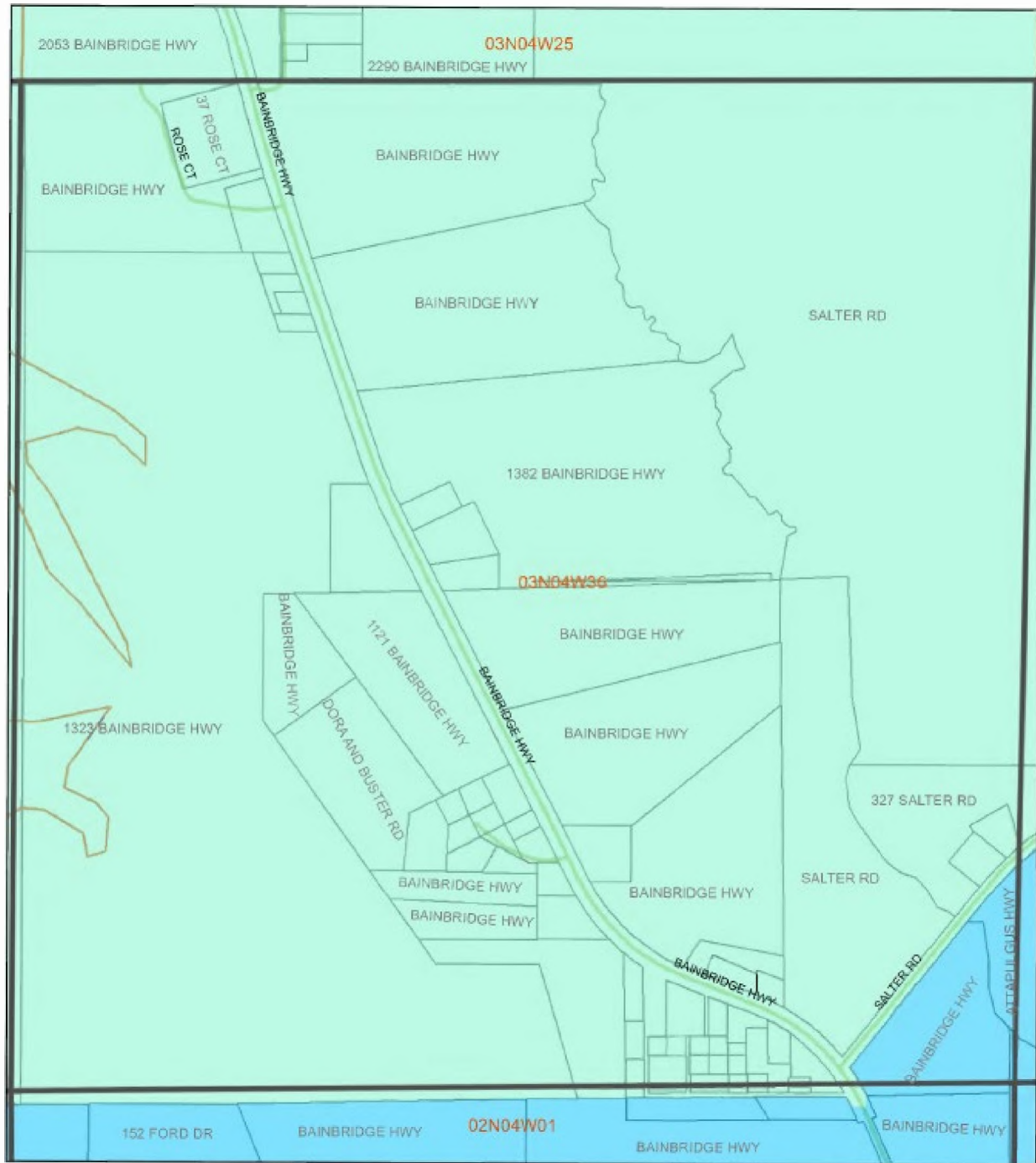


**Talquin Electric - City of Quincy
Territorial Boundary Overview Map
2025 Agreement
Gadsden County, Florida**

- City of Quincy Service Territory - 2025 Agreement
- Talquin Electric Service Territory - 2025 Agreement
- Road
- Section Boundary
- Parcels
- Map Page

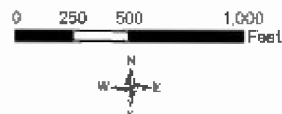


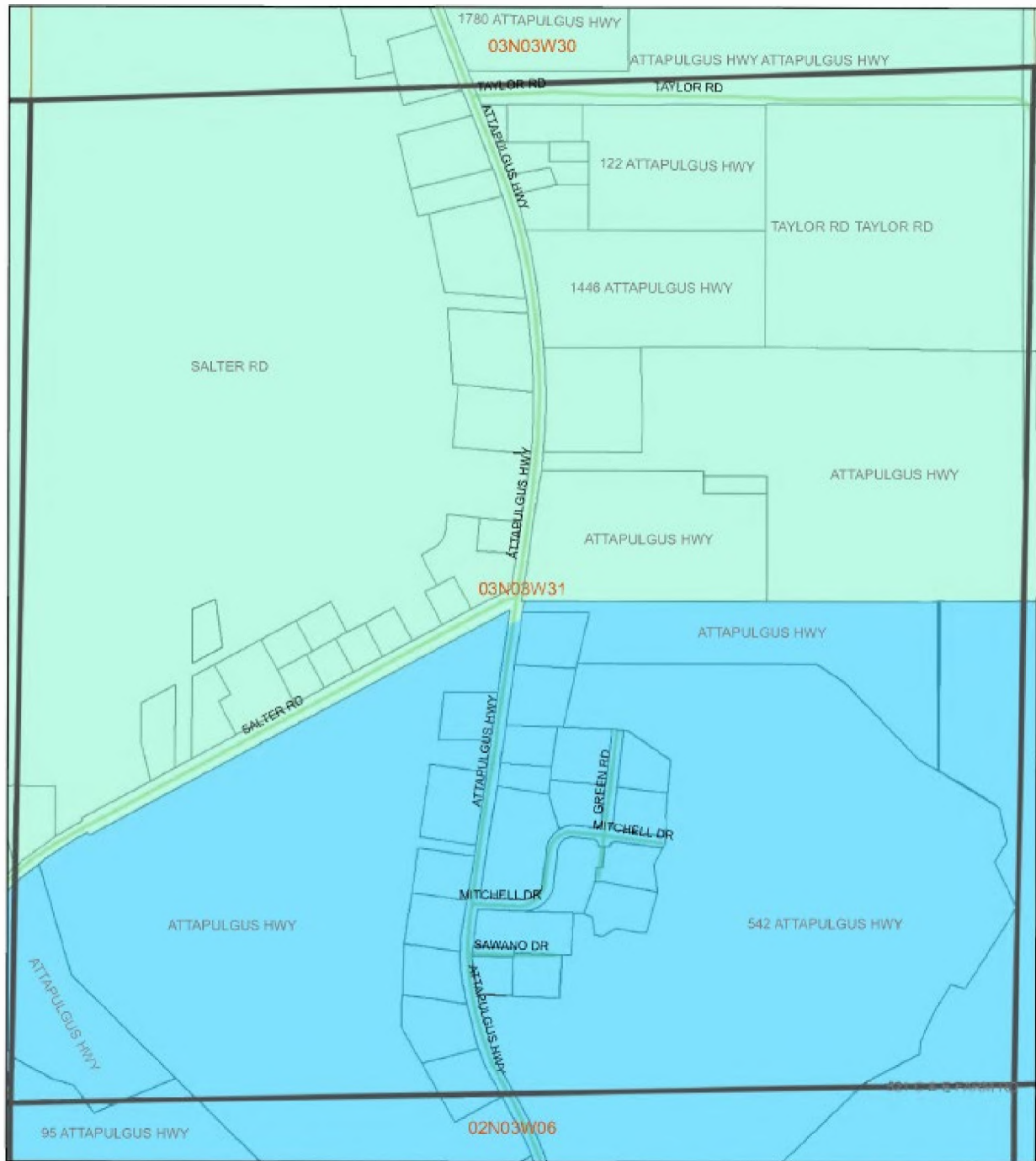
 City of Quincy Service Territory - 2025 Agreement  Section Boundary
 Talquin Electric Service Territory- 2025 Agreement  Parcels
 Road Map Page



**Talquin Electric - City of Quincy
Territorial Boundary Map
2025 Agreement
Map Page 2 of 33**

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| City of Quincy Service Territory - 2025 Agreement | Section Boundary |
| Talquin Electric Service Territory - 2025 Agreement | Parcels |
| Road | Map Page |

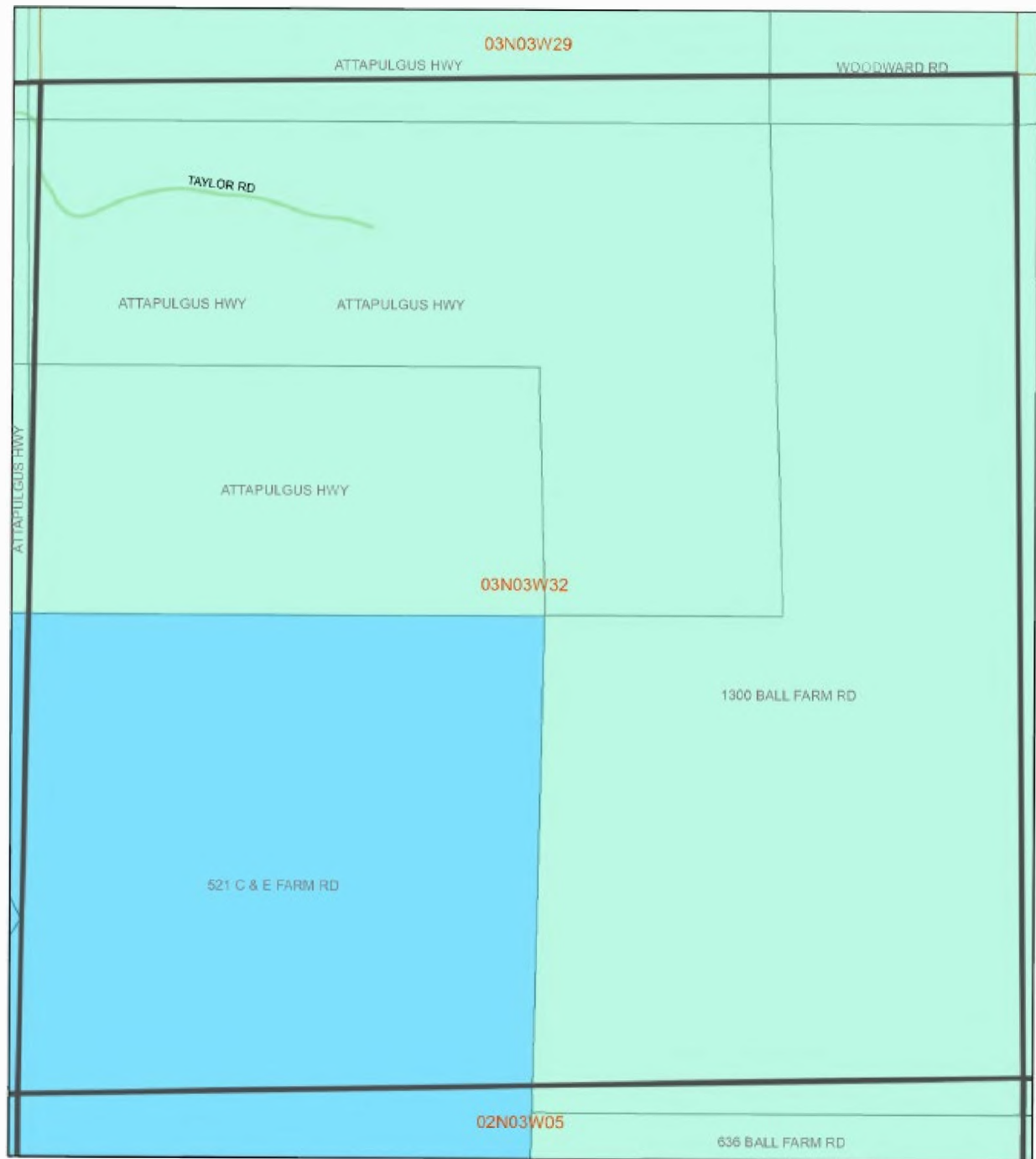




**Talquin Electric - City of Quincy
Territorial Boundary Map
2025 Agreement
Map Page 3 of 33**

- City of Quincy Service Territory - 2025 Agreement
- Talquin Electric Service Territory - 2025 Agreement
- Road
- Section Boundary
- Parcels
- Map Page



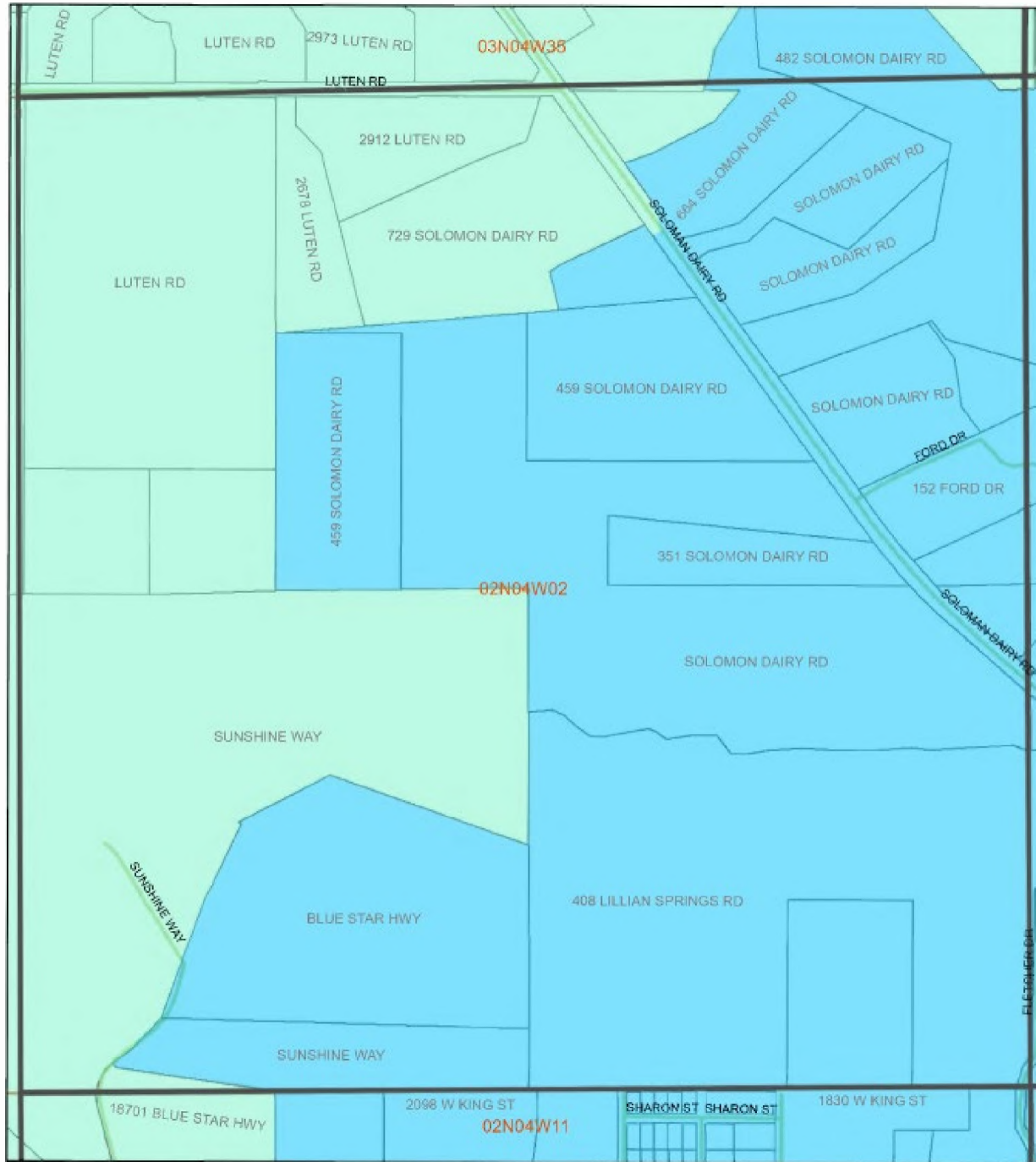


**Talquin Electric - City of Quincy
Territorial Boundary Map
2025 Agreement
Map Page 4 of 33**

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| City of Quincy Service Territory - 2025 Agreement | Section Boundary |
| Talquin Electric Service Territory - 2025 Agreement | Parcels |
| Road | Map Page |

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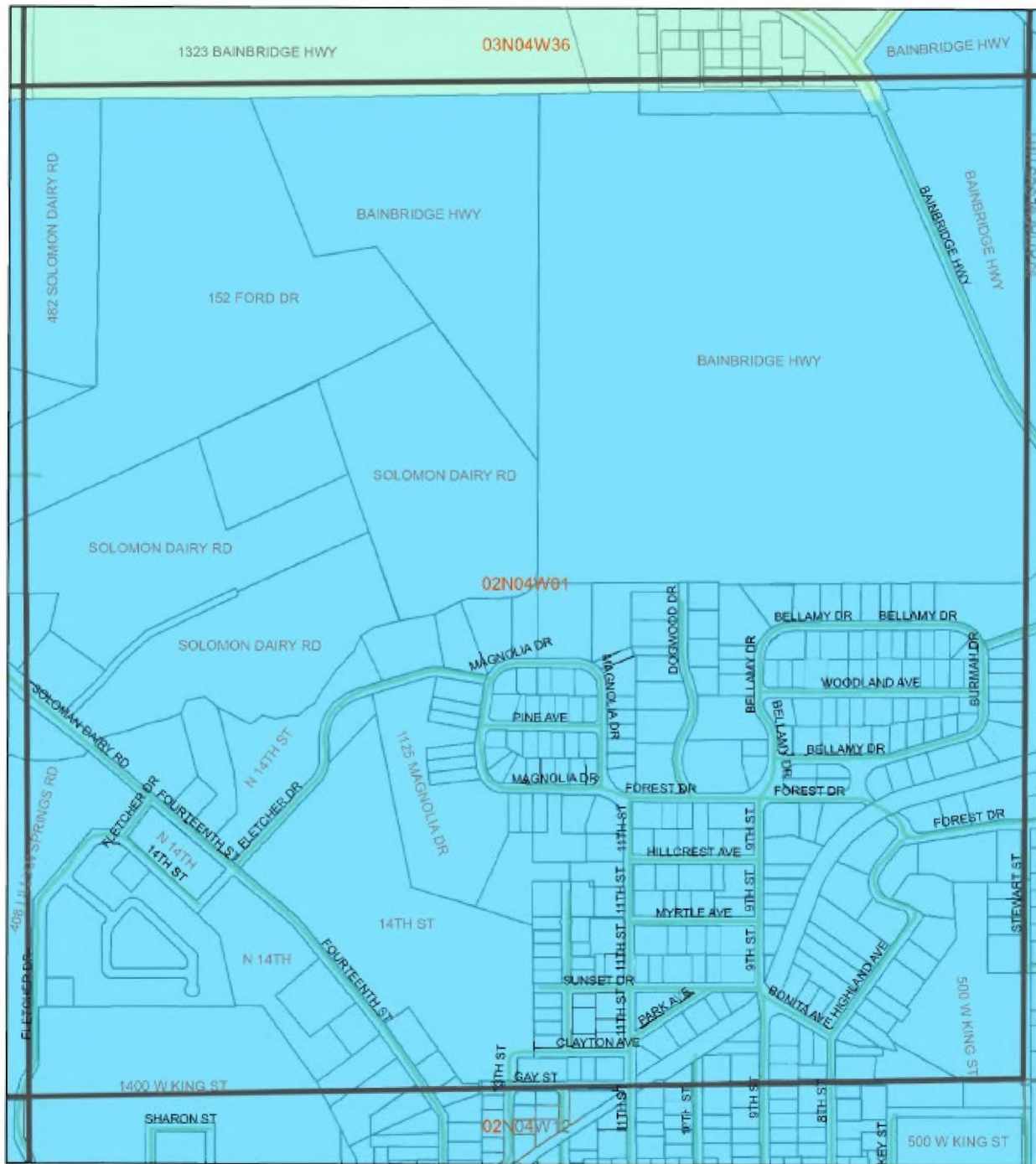


**Talquin Electric - City of Quincy
Territorial Boundary Map
2025 Agreement
Map Page 5 of 33**

- City of Quincy Service Territory - 2025 Agreement
- Talquin Electric Service Territory - 2025 Agreement
- Road
- Section Boundary
- Parcels
- Map Page

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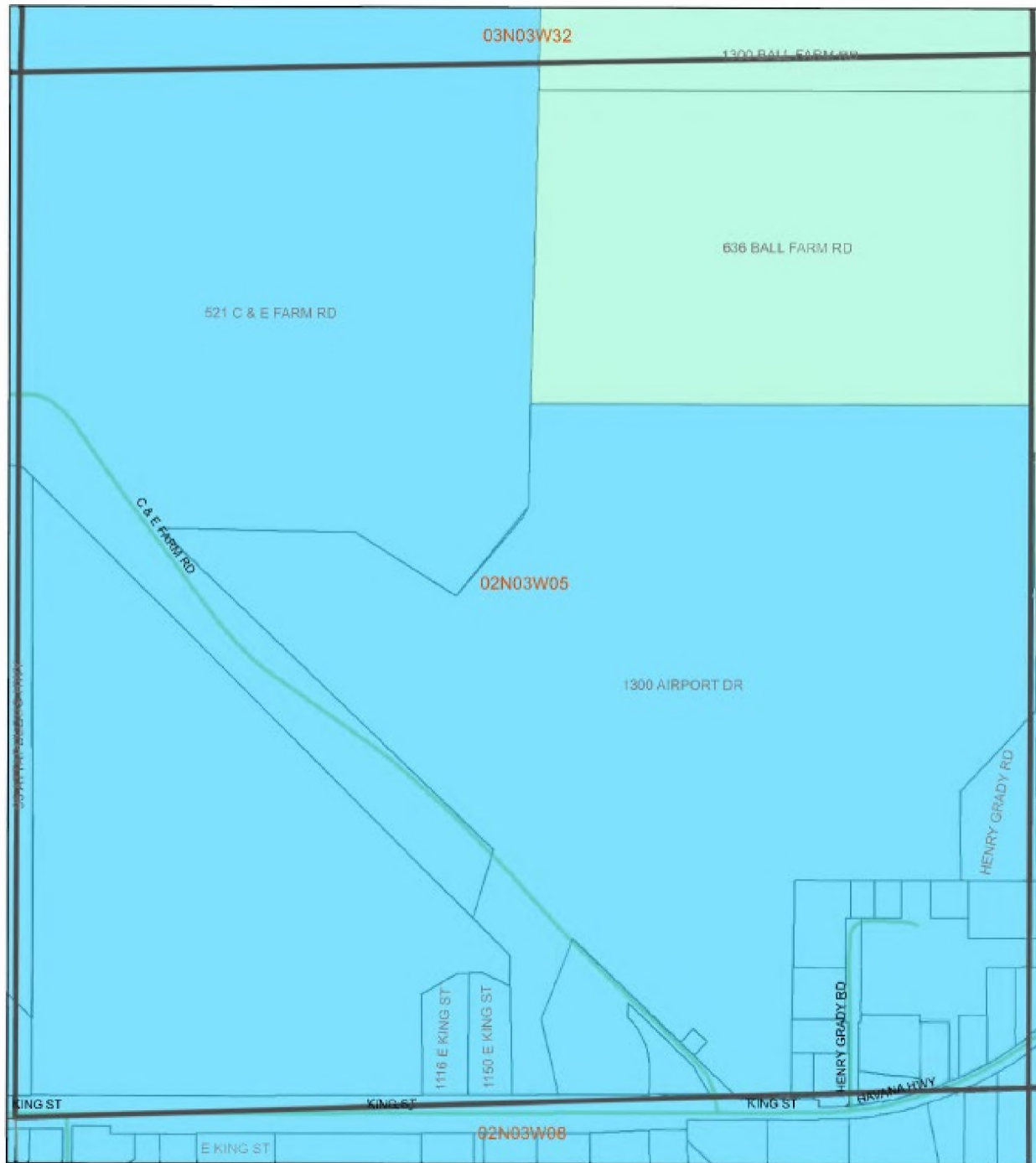
**Talquin Electric - City of Quincy
Territorial Boundary Map
2025 Agreement
Map Page 6 of 33**

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- City of Quincy Service Territory - 2025 Agreement
- Talquin Electric Service Territory - 2025 Agreement
- Road
- Section Boundary
- Parcels
- Map Page



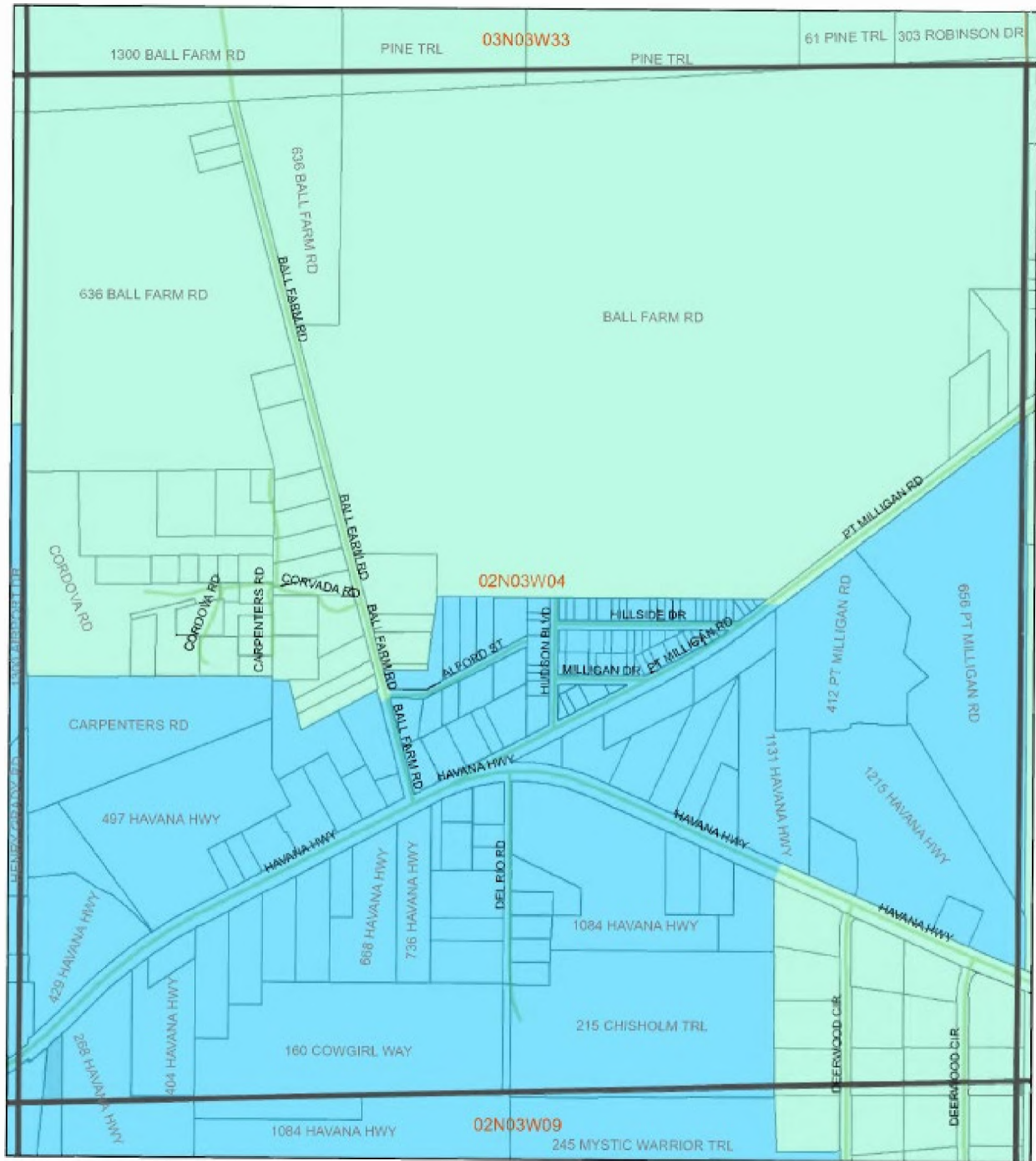


**Talquin Electric - City of Quincy
Territorial Boundary Map
2025 Agreement
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| City of Quincy Service Territory - 2025 Agreement | Section Boundary |
| Talquin Electric Service Territory- 2025 Agreement | Parcels |
| Road | Map Page |

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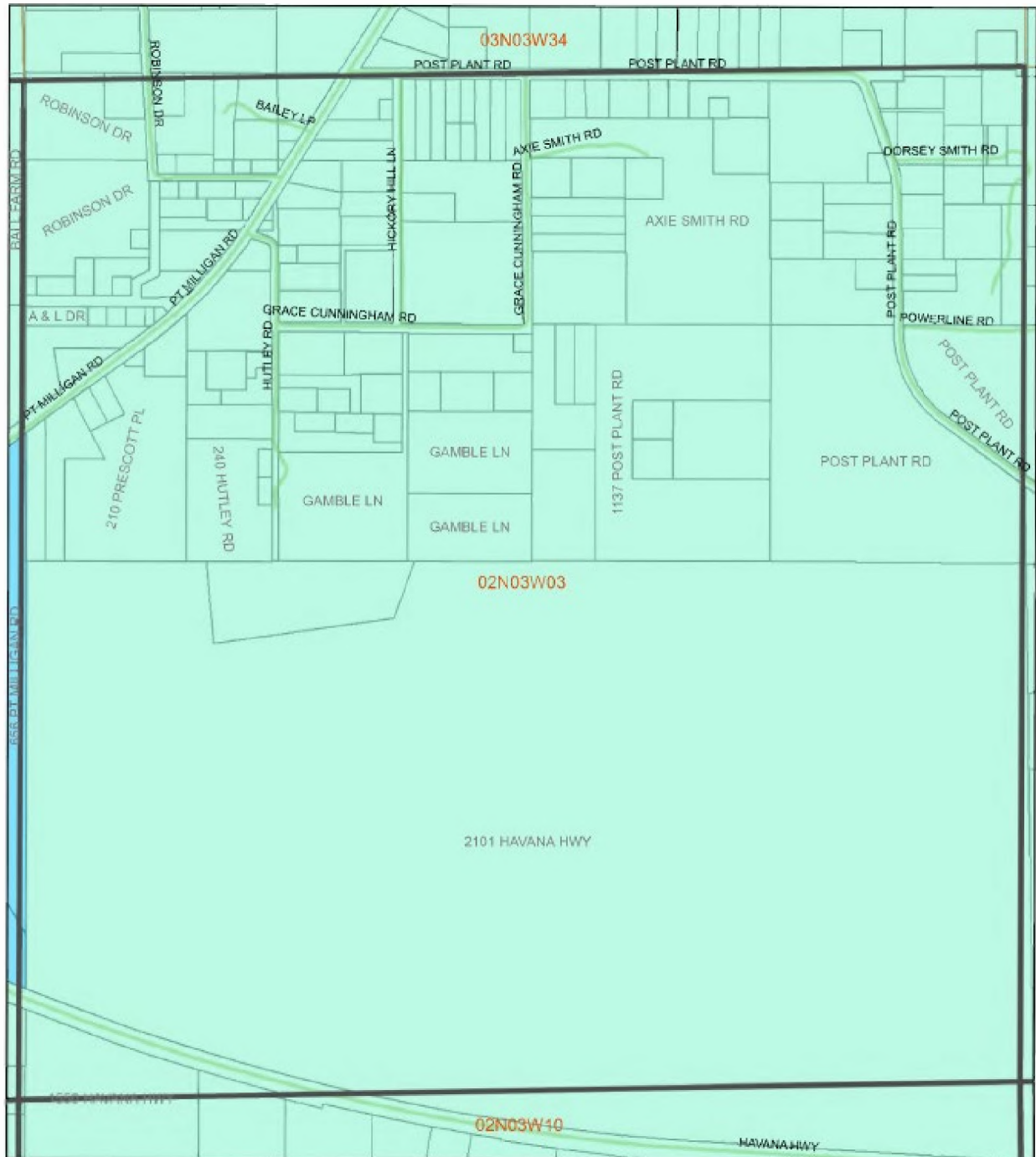
**Talquin Electric - City of Quincy
Territorial Boundary Map
2025 Agreement
Map Page 8 of 33**

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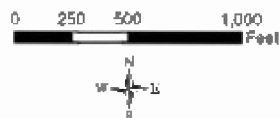
- City of Quincy Service Territory - 2025 Agreement
- Talquin Electric Service Territory - 2025 Agreement
- Road
- Section Boundary
- Parcels
- Map Page

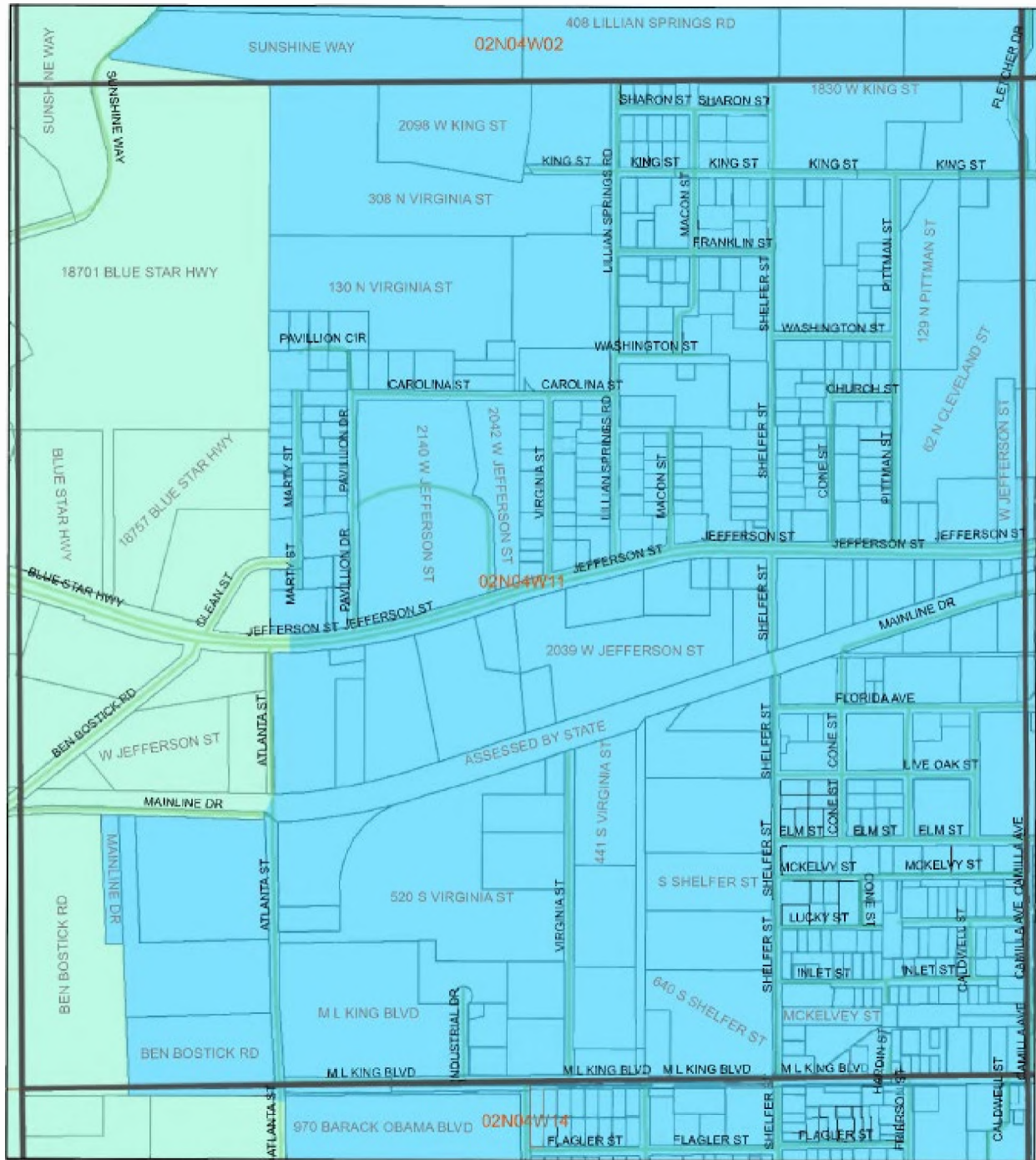




**Talquin Electric - City of Quincy
Territorial Boundary Map
2025 Agreement
Map Page 9 of 33**

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| City of Quincy Service Territory - 2025 Agreement | Section Boundary |
| Talquin Electric Service Territory- 2025 Agreement | Parcels |
| Road | Map Page |

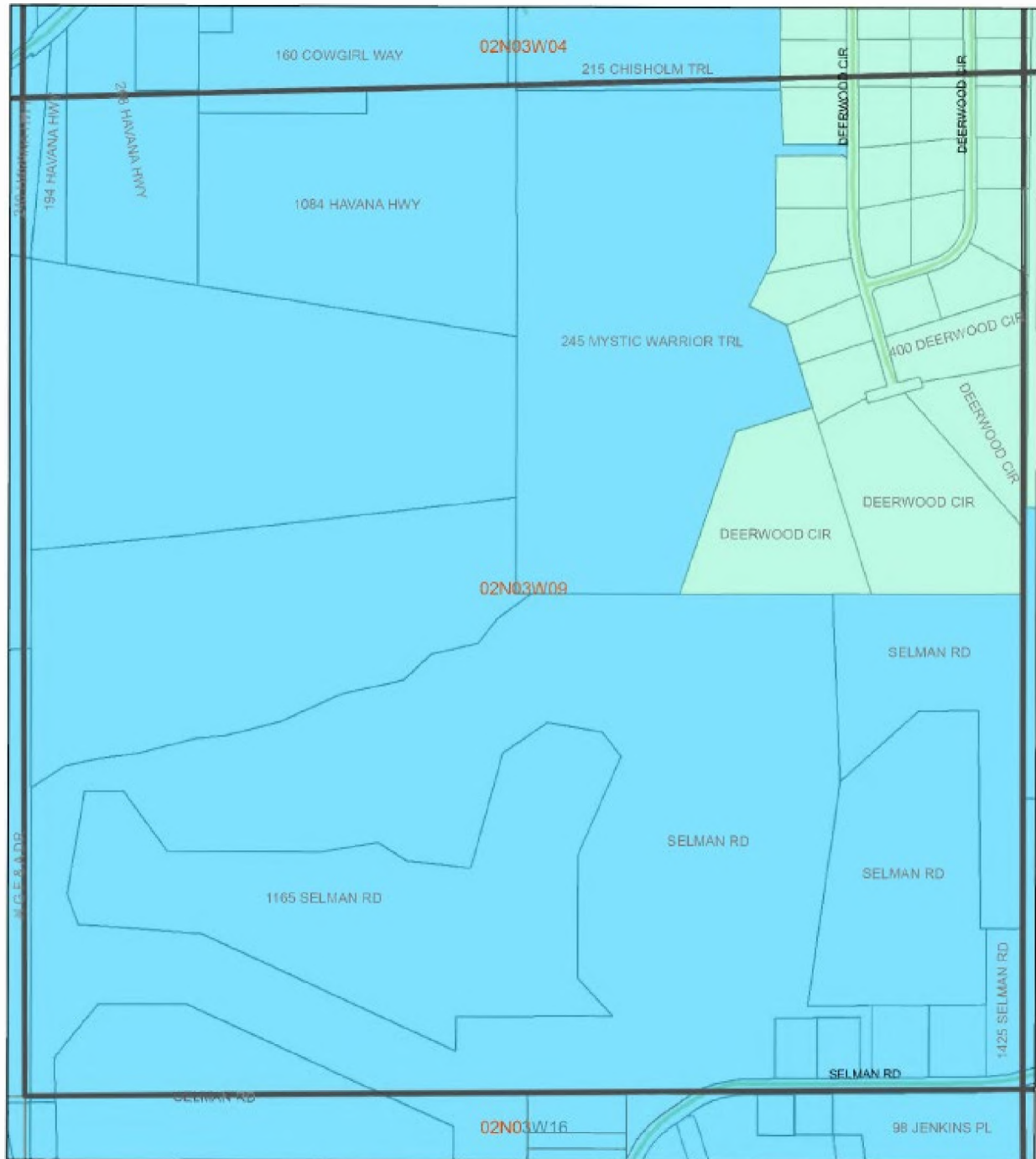




**Talquin Electric - City of Quincy
Territorial Boundary Map
2025 Agreement
Map Page 10 of 33**

- City of Quincy Service Territory - 2025 Agreement
- Telquin Electric Service Territory - 2025 Agreement
- Road
- Section Boundary
- Parcels
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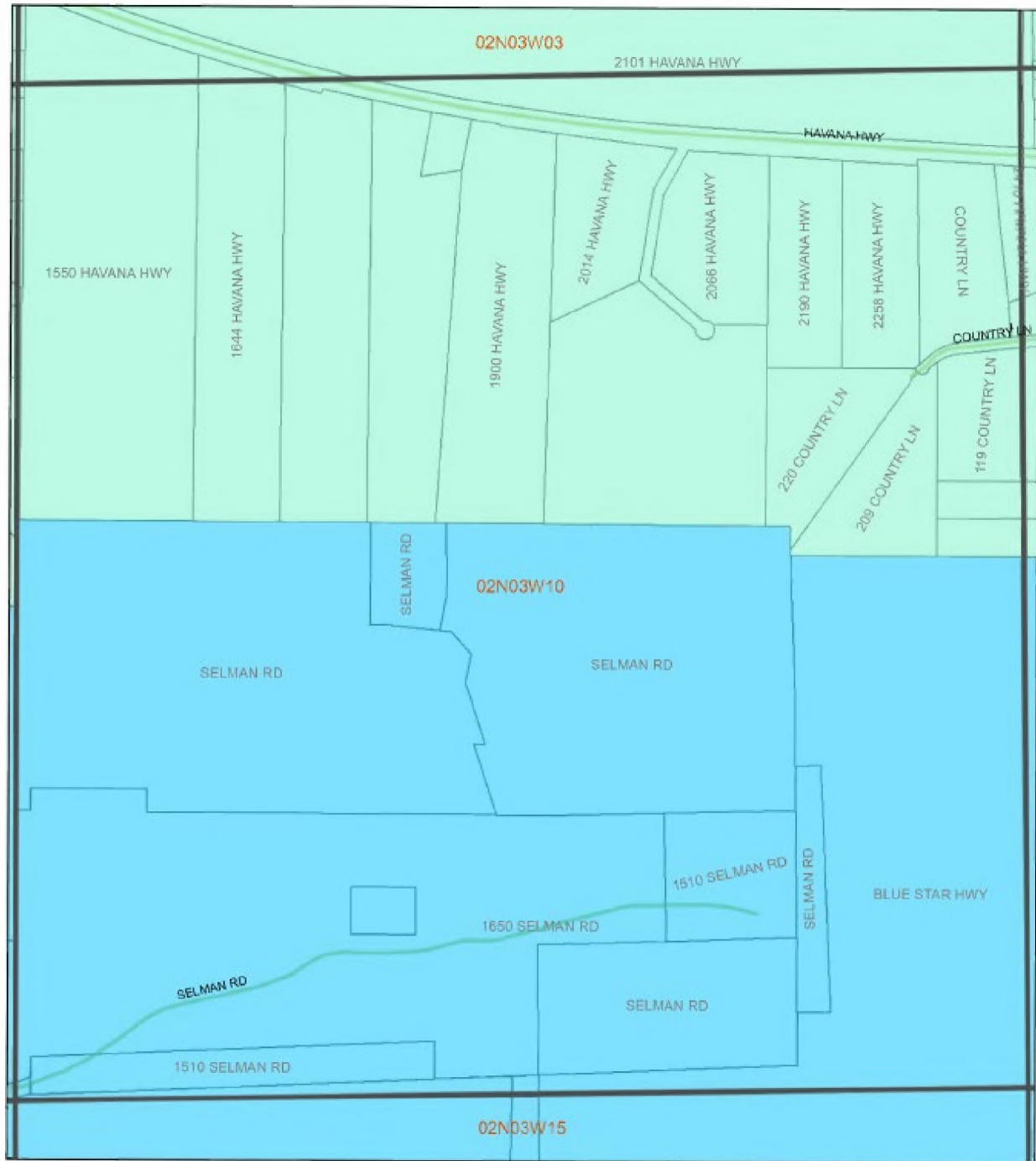
**Talquin Electric - City of Quincy
Territorial Boundary Map
2025 Agreement
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- City of Quincy Service Territory - 2025 Agreement
- Talquin Electric Service Territory- 2025 Agreement
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- Parcels
- Map Page



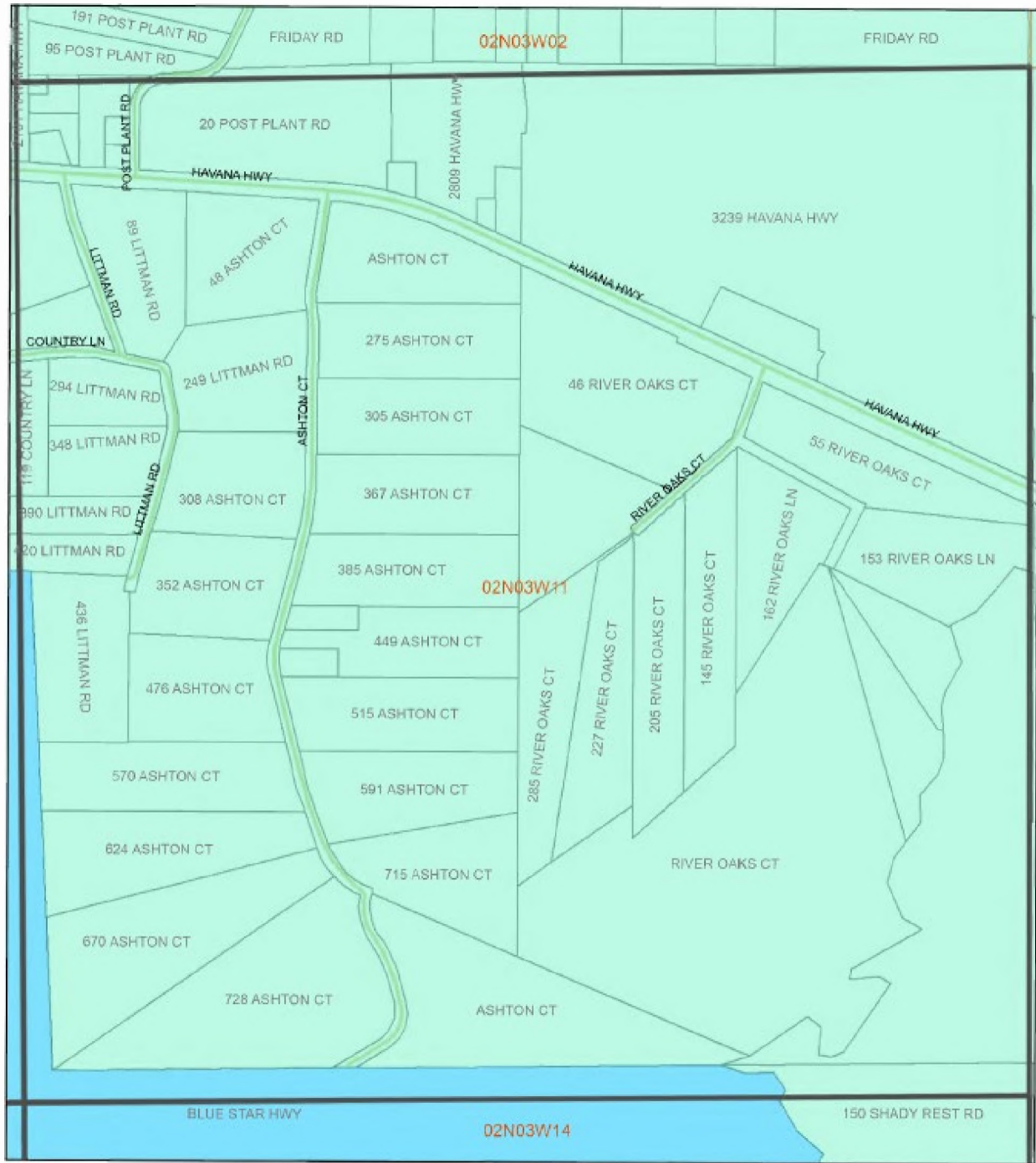


**Talquin Electric - City of Quincy
Territorial Boundary Map
2025 Agreement
Map Page 12 of 33**

- City of Quincy Service Territory - 2025 Agreement
- Talquin Electric Service Territory - 2025 Agreement
- Road
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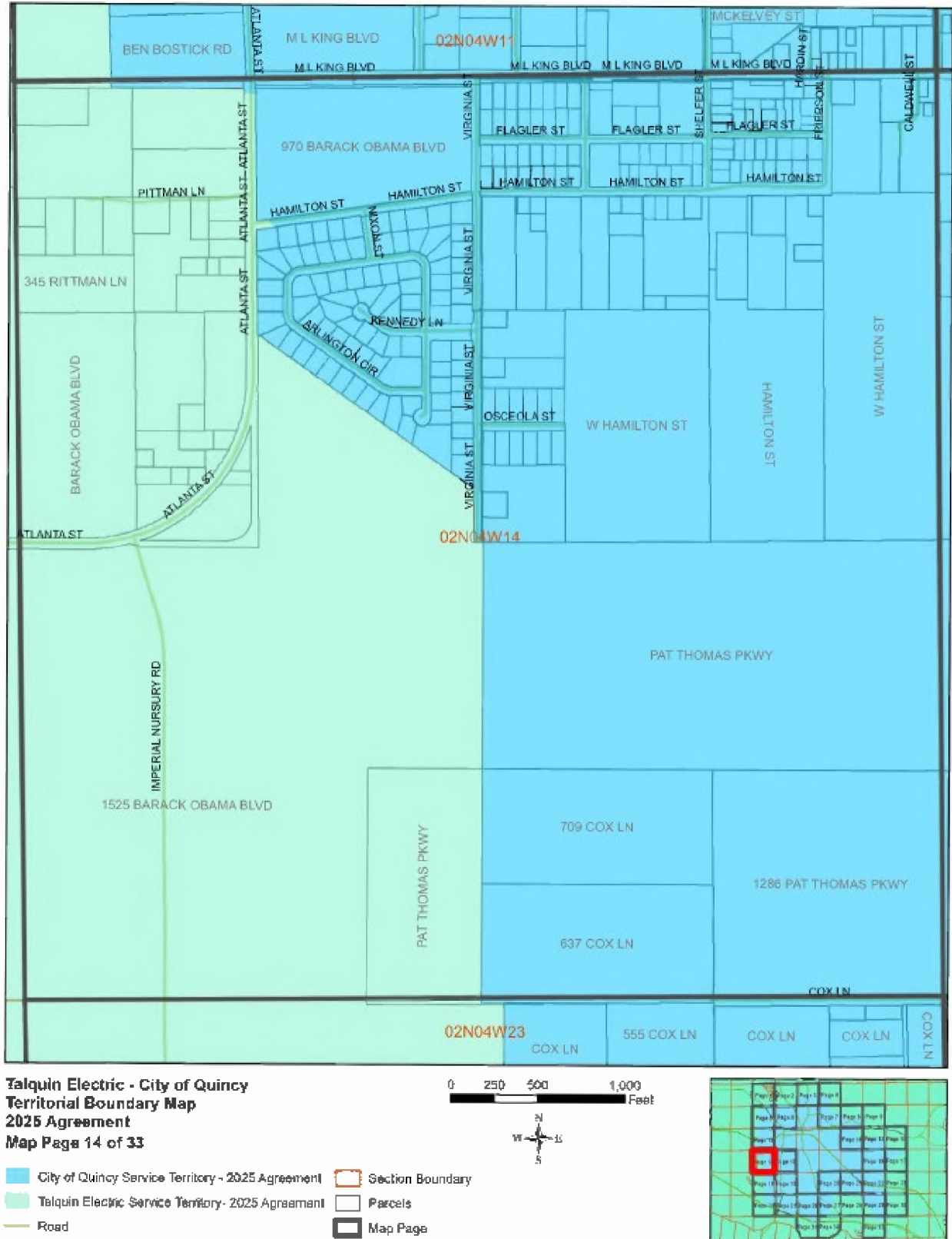


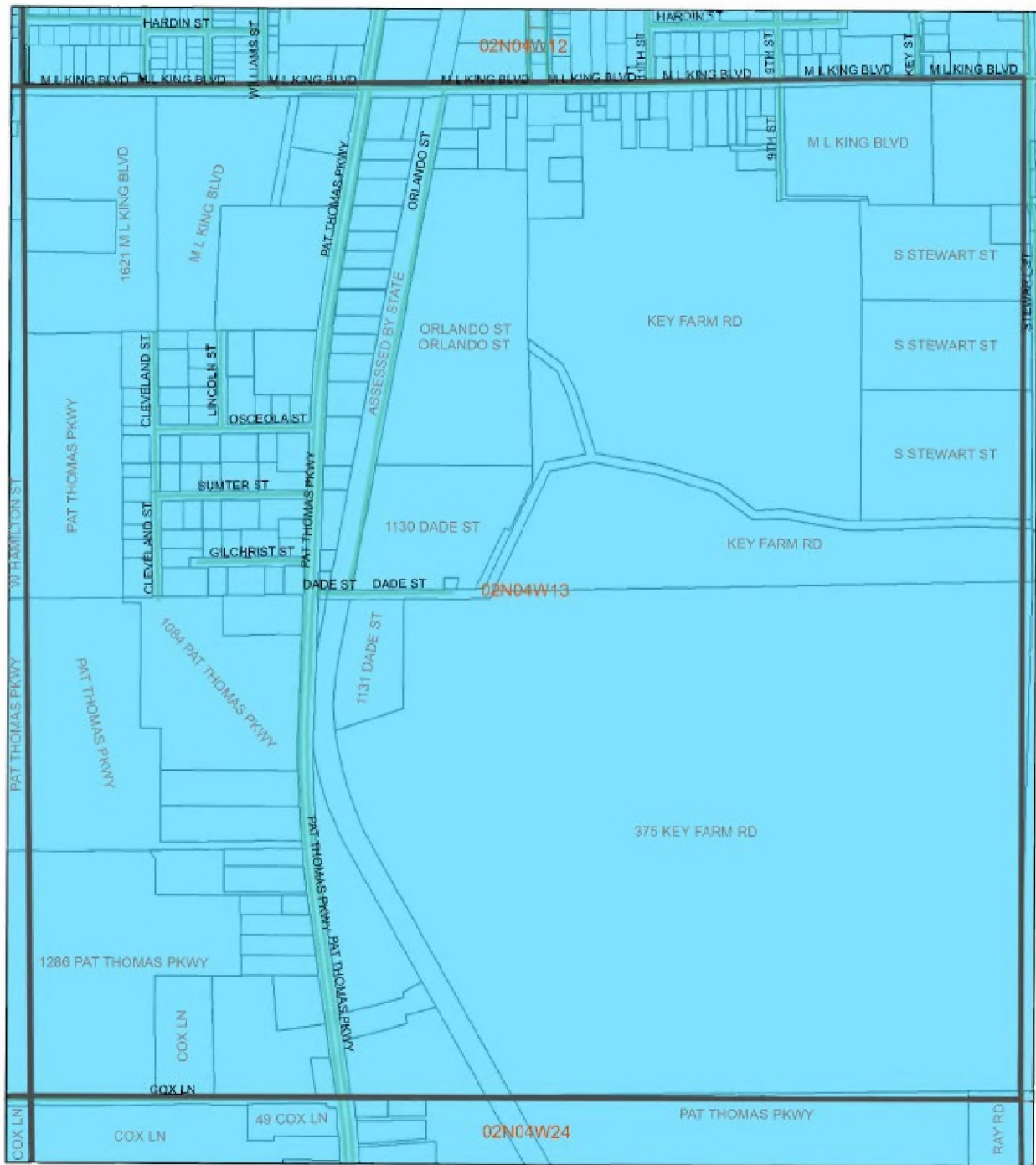
**Talquin Electric - City of Quincy
Territorial Boundary Map
2025 Agreement
Map Page 13 of 33**

- City of Quincy Service Territory - 2025 Agreement
- Talquin Electric Service Territory - 2025 Agreement
- Road
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- Parcels
- Map Page

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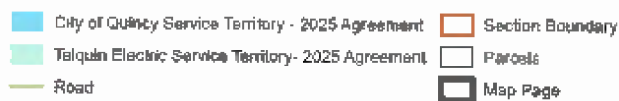
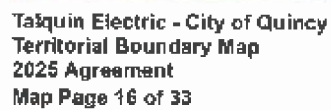
**Talquin Electric - City of Quincy
Territorial Boundary Map
2025 Agreement
Map Page 15 of 33**

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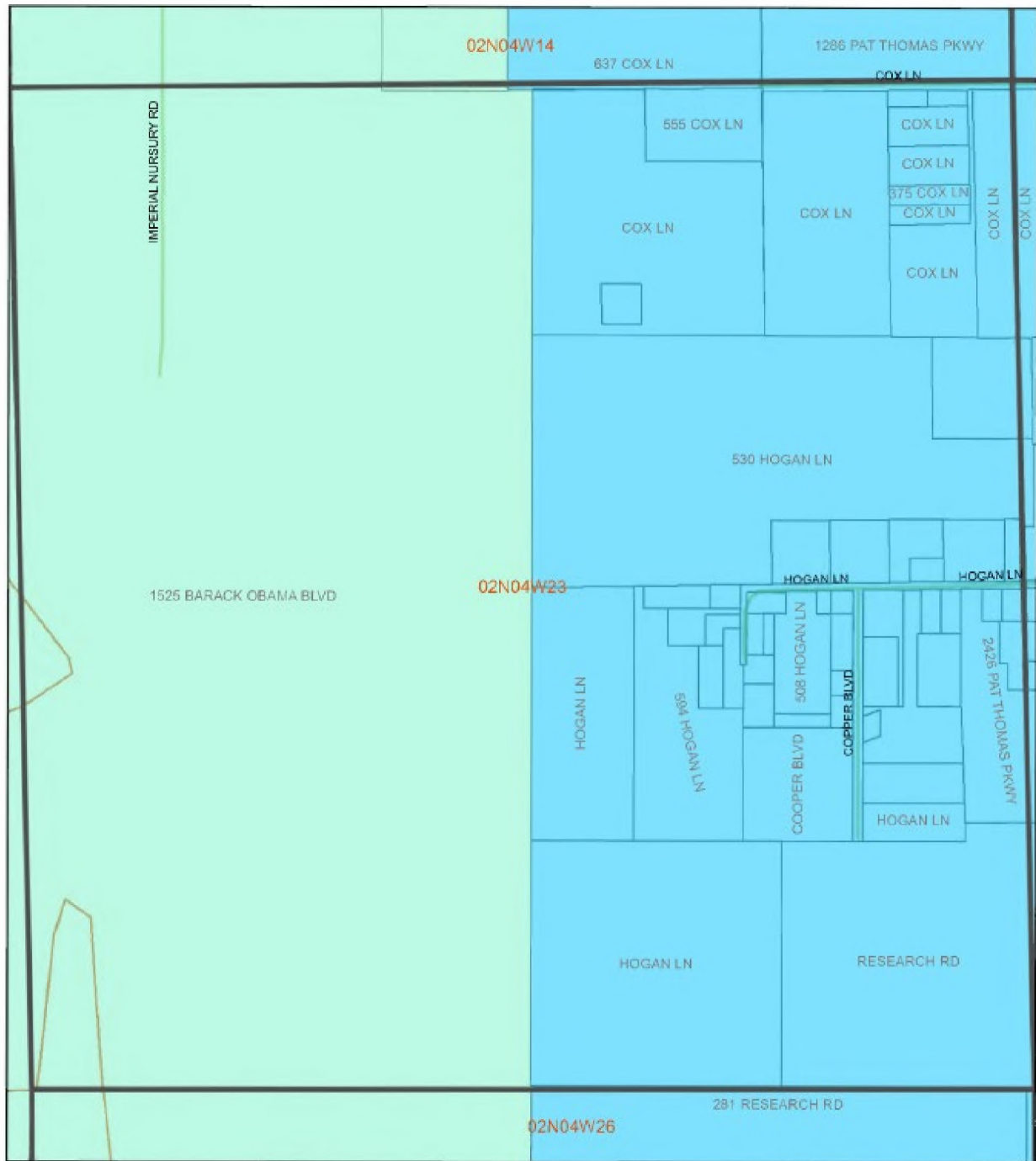


- City of Quincy Service Territory - 2025 Agreement
- Telquin Electric Service Territory- 2025 Agreement
- Road
- Section Boundary
- Parcels
- Map Page



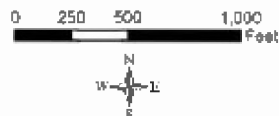


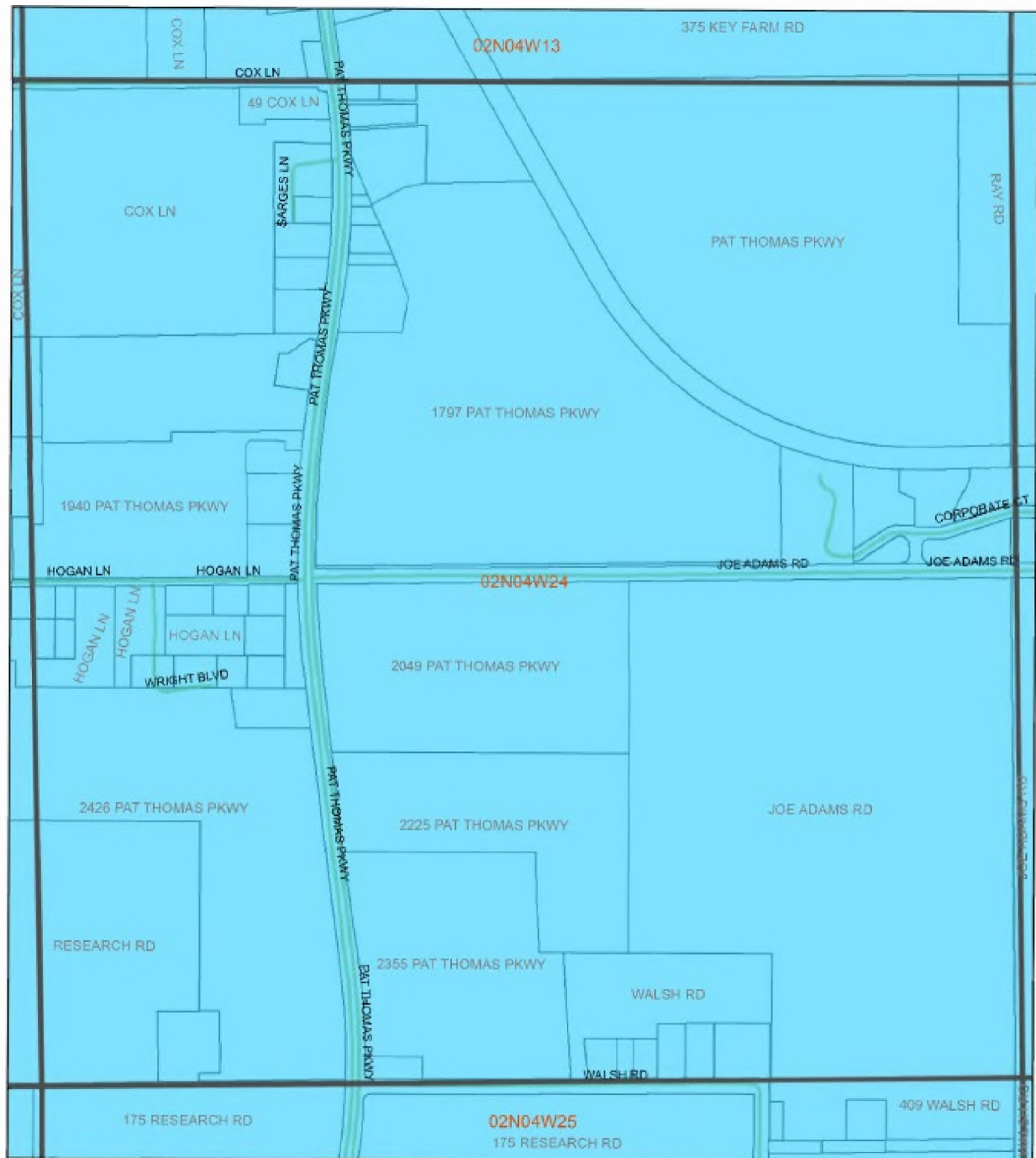




Talquin Electric - City of Quincy
Territorial Boundary Map
2025 Agreement
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- City of Quincy Service Territory - 2025 Agreement
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**Talquin Electric - City of Quincy
Territorial Boundary Map
2025 Agreement
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- City of Quincy Service Territory - 2025 Agreement
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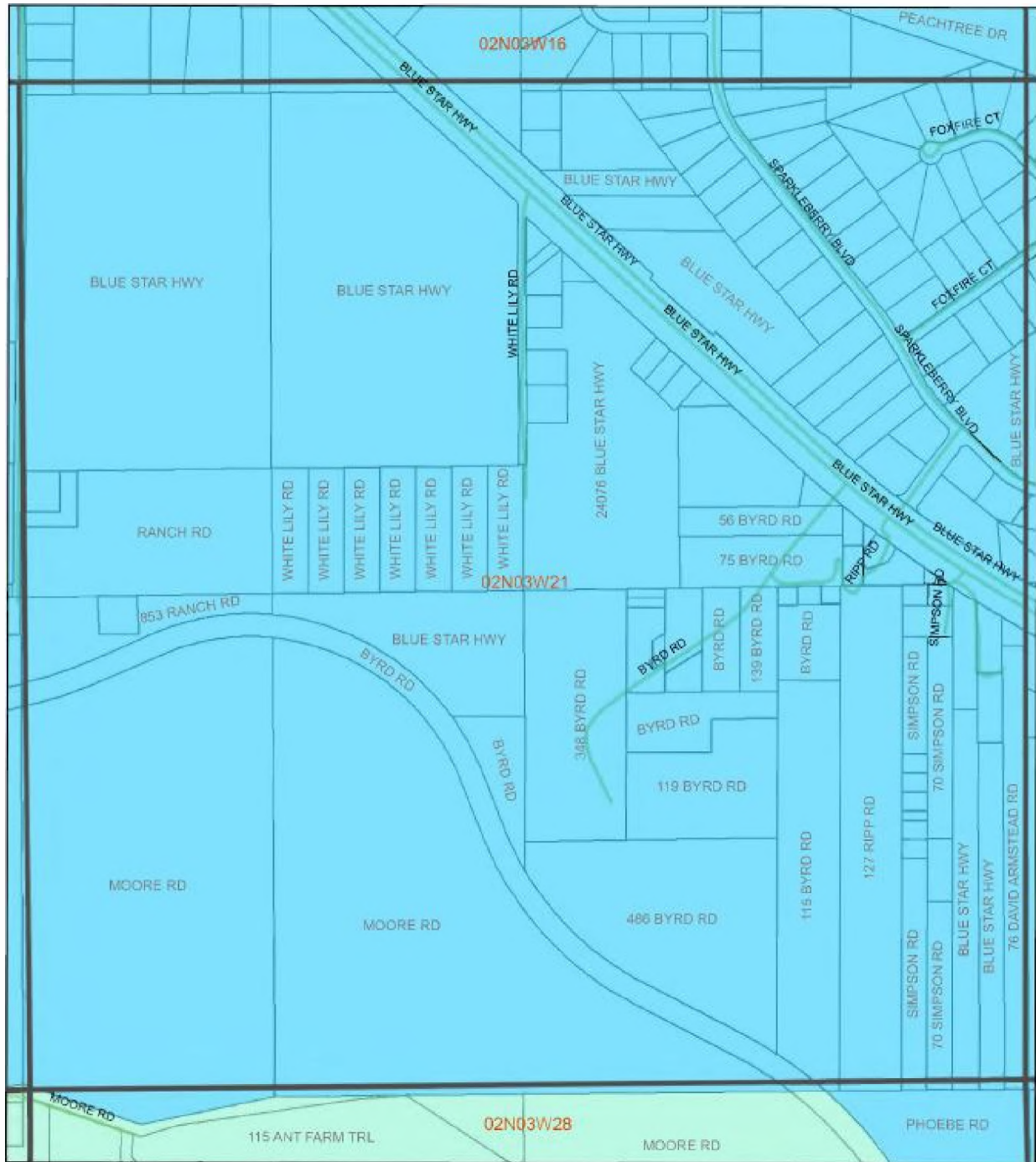
**Talquin Electric - City of Quincy
Territorial Boundary Map
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- City of Quincy Service Territory - 2025 Agreement
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**Talquin Electric - City of Quincy
Territorial Boundary Map
2025 Agreement
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- City of Quincy Service Territory - 2025 Agreement
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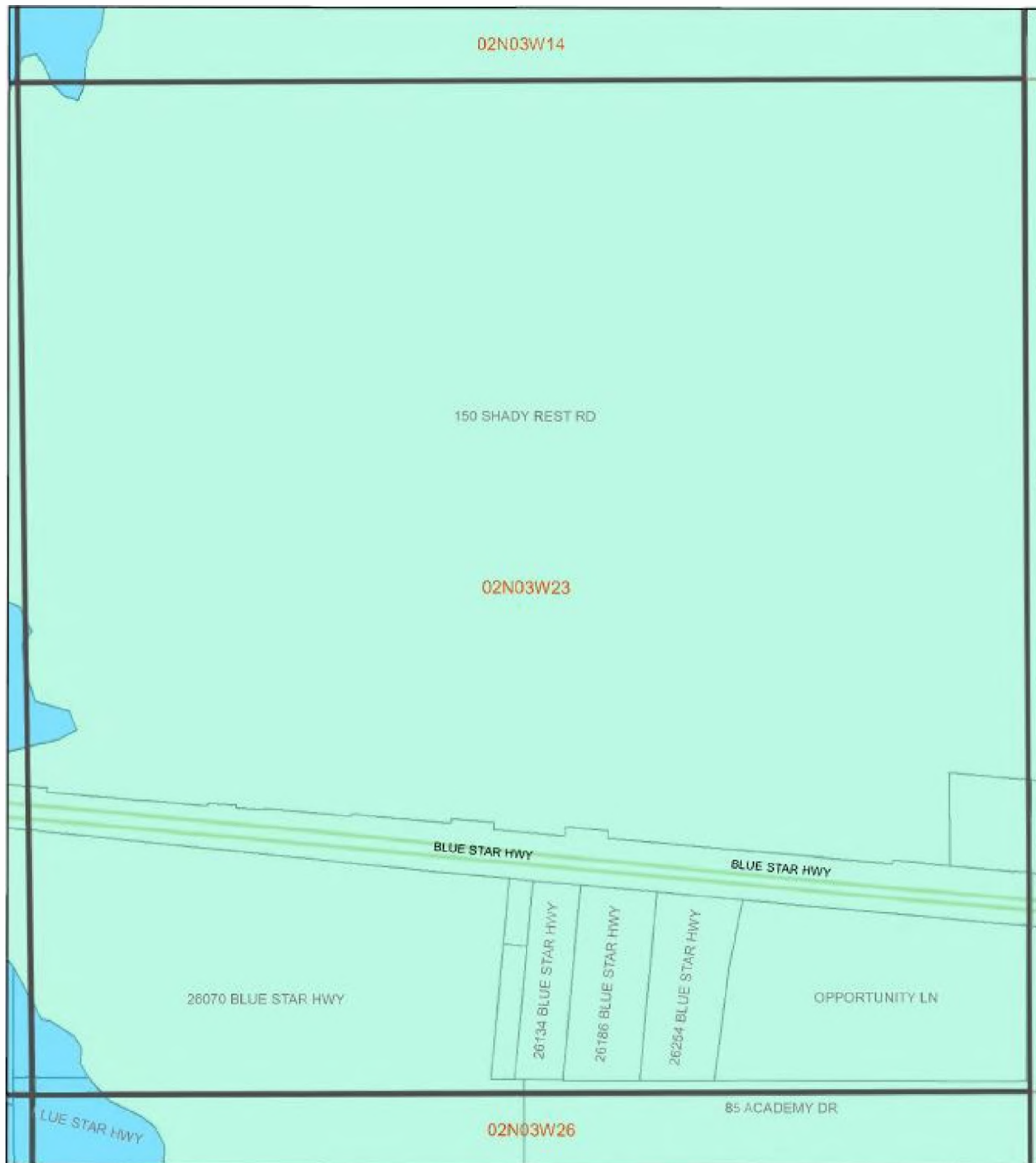
**Takquin Electric - City of Quincy
Territorial Boundary Map
2025 Agreement
Map Page 22 of 33**

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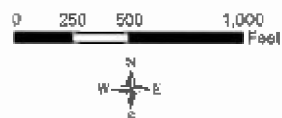
- City of Quincy Service Territory - 2025 Agreement
- Takquin Electric Service Territory - 2025 Agreement
- Road
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- Parcels
- Map Page

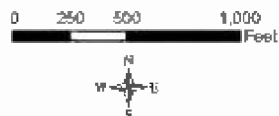
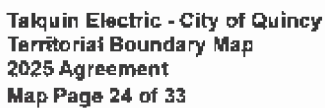


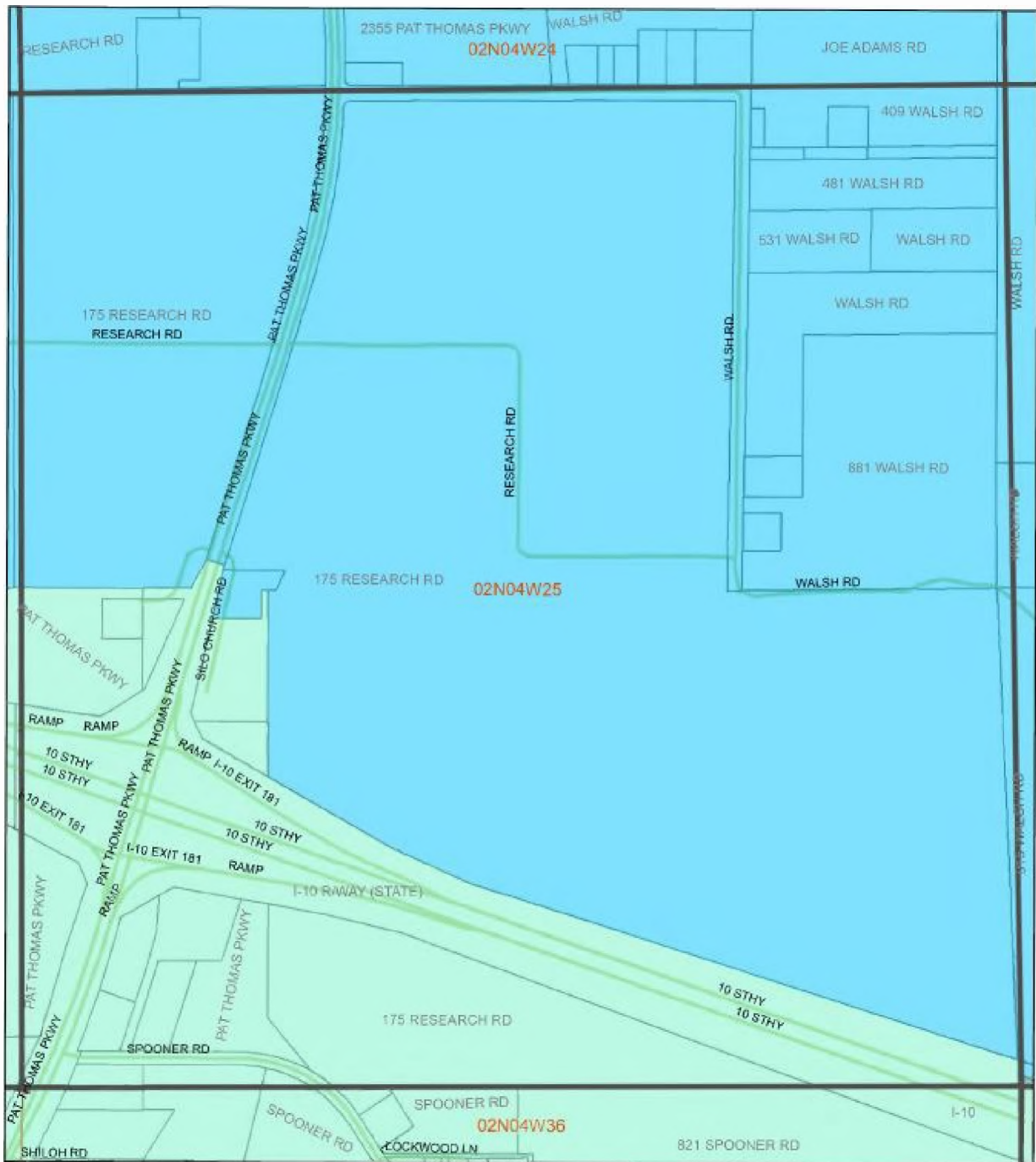


Talquin Electric - City of Quincy
Territorial Boundary Map
2025 Agreement
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|  City of Quincy Service Territory - 2025 Agreement |  Section Boundary |
|  Talquin Electric Service Territory - 2025 Agreement |  Parcels |
|  Road |  Map Page |







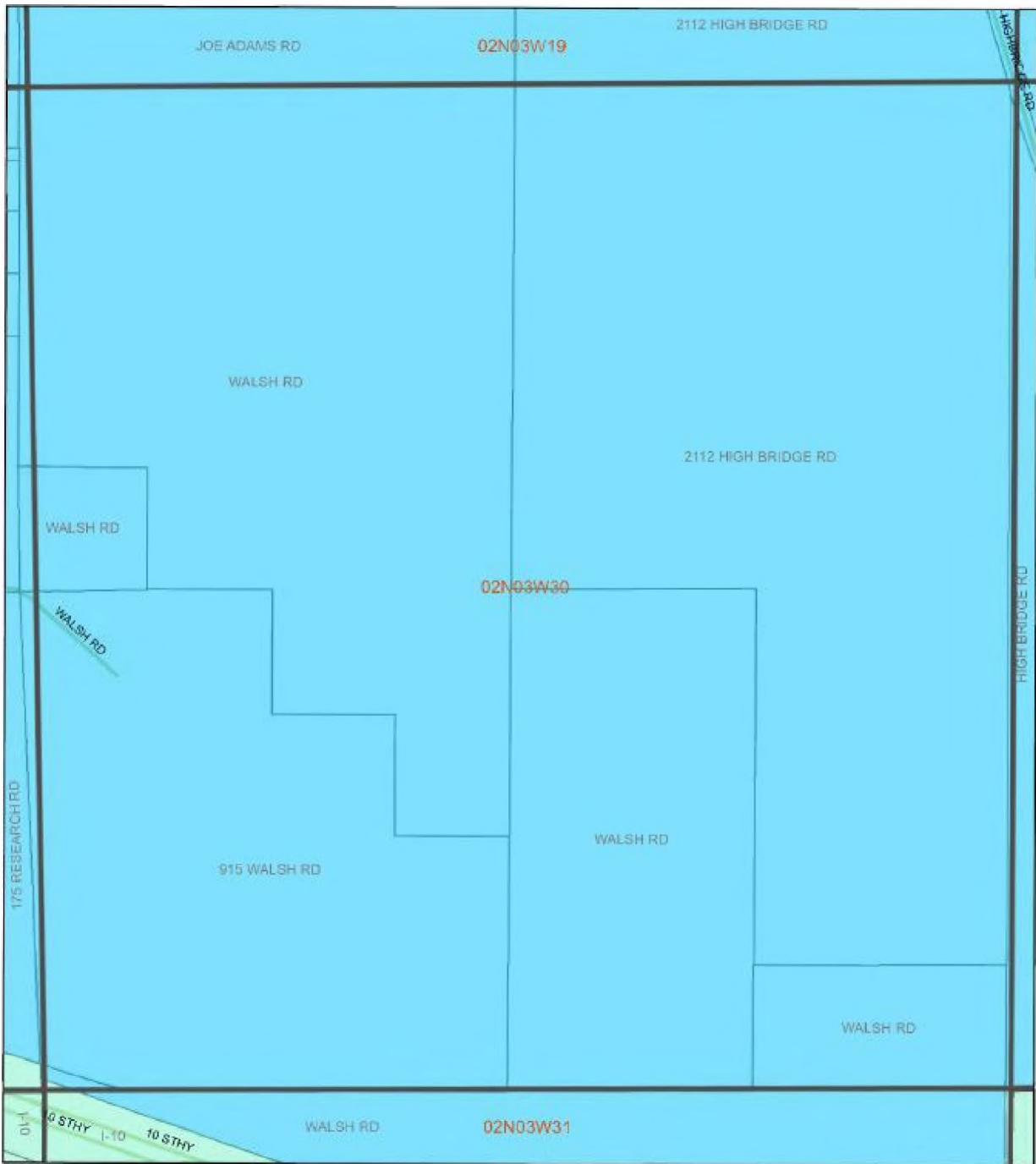
Talquin Electric - City of Quincy
Territorial Boundary Map
2025 Agreement
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- City of Quincy Service Territory - 2025 Agreement
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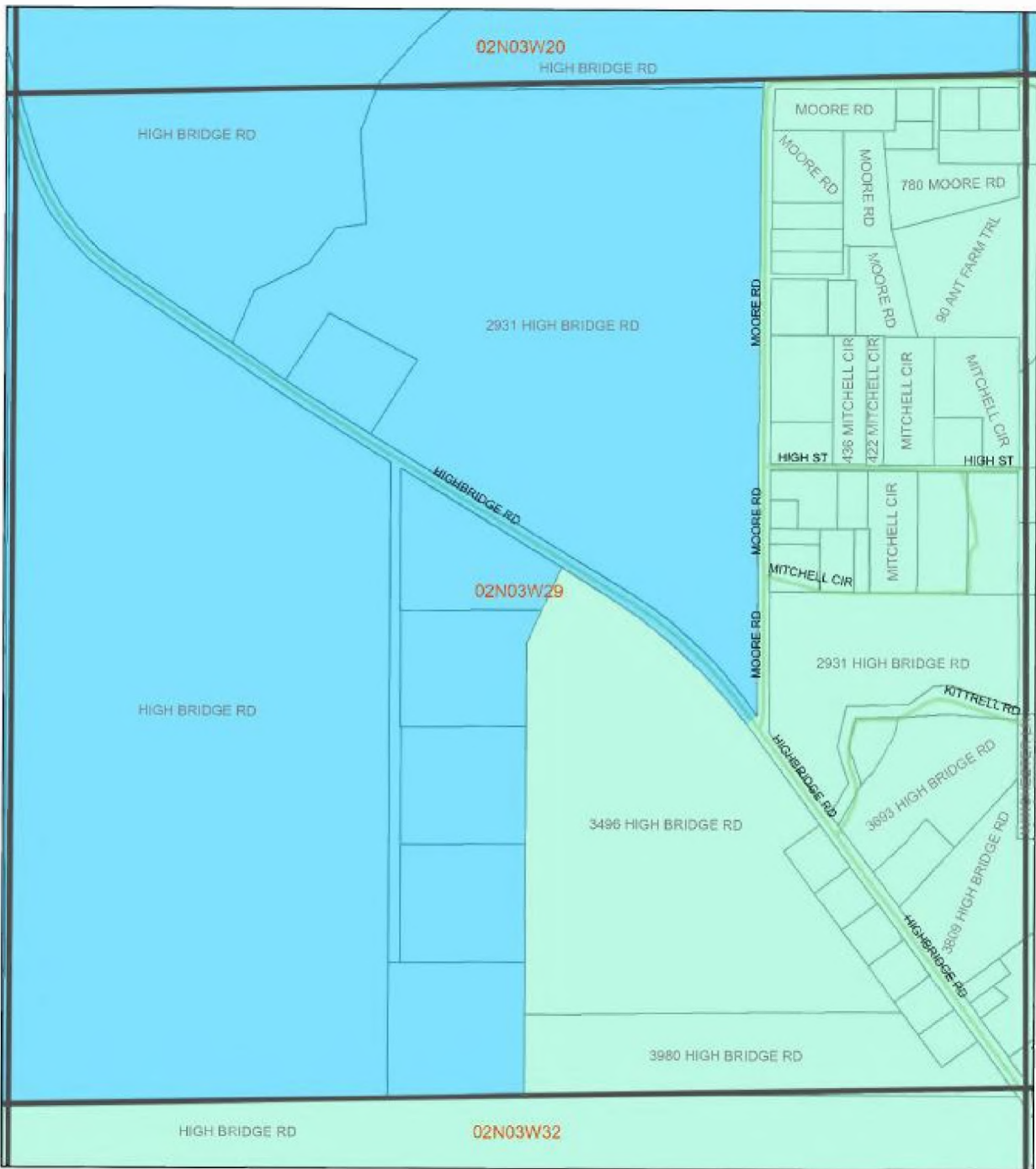


**Talquin Electric - City of Quincy
Territorial Boundary Map
2025 Agreement
Map Page 26 of 33**

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|  Talquin Electric Service Territory - 2025 Agreement |  Parcels |
|  Road |  Map Page |

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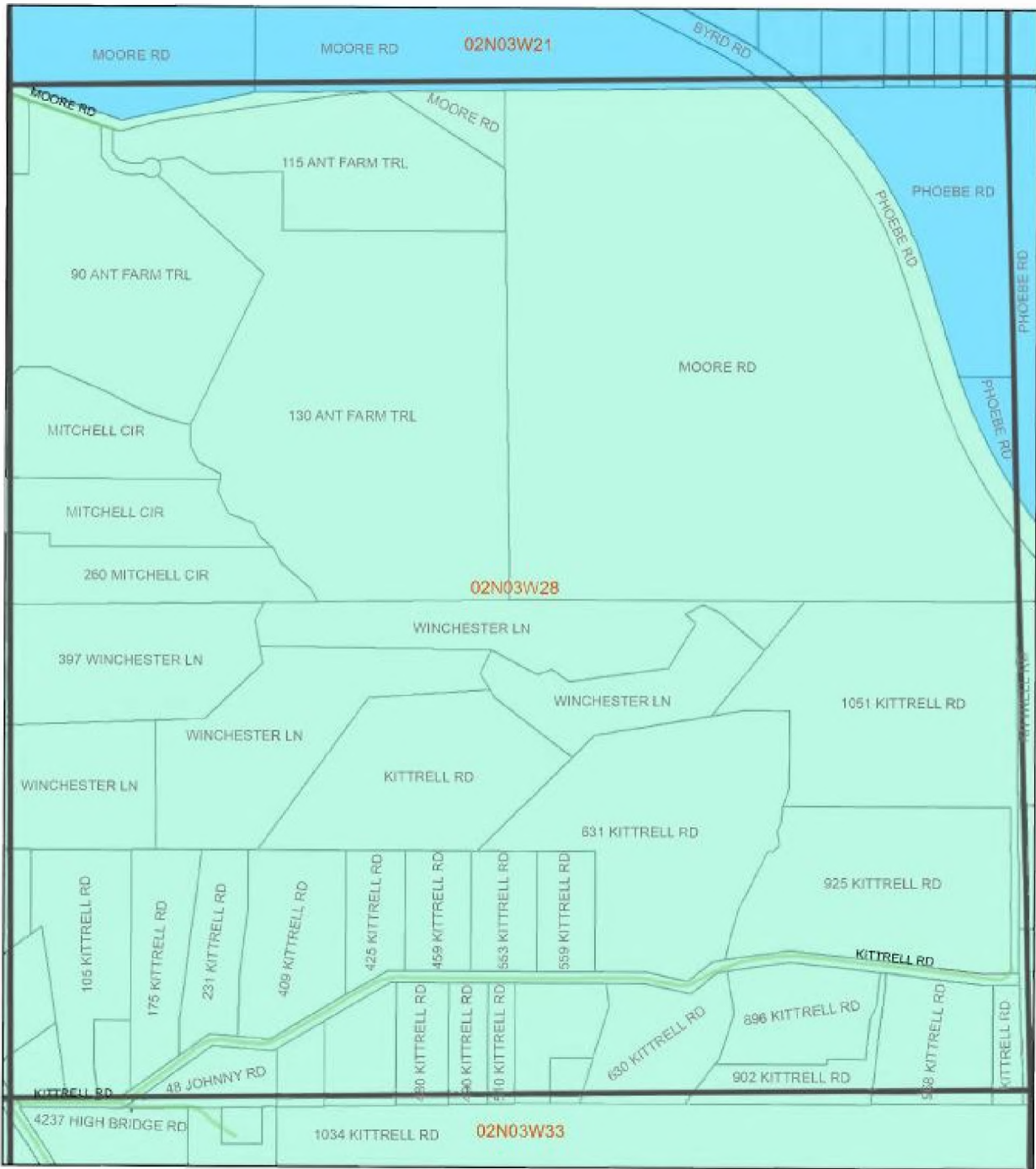


**Talquin Electric - City of Quincy
Territorial Boundary Map
2025 Agreement
Map Page 27 of 33**

- City of Quincy Service Territory - 2025 Agreement
- Talquin Electric Service Territory - 2025 Agreement
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- Parcels
- Map Page

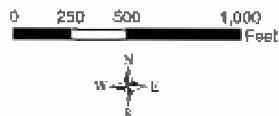
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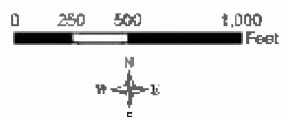
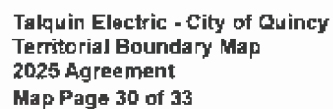


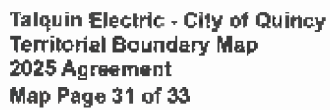
**Talquin Electric - City of Quincy
Territorial Boundary Map
2025 Agreement
Map Page 28 of 33**

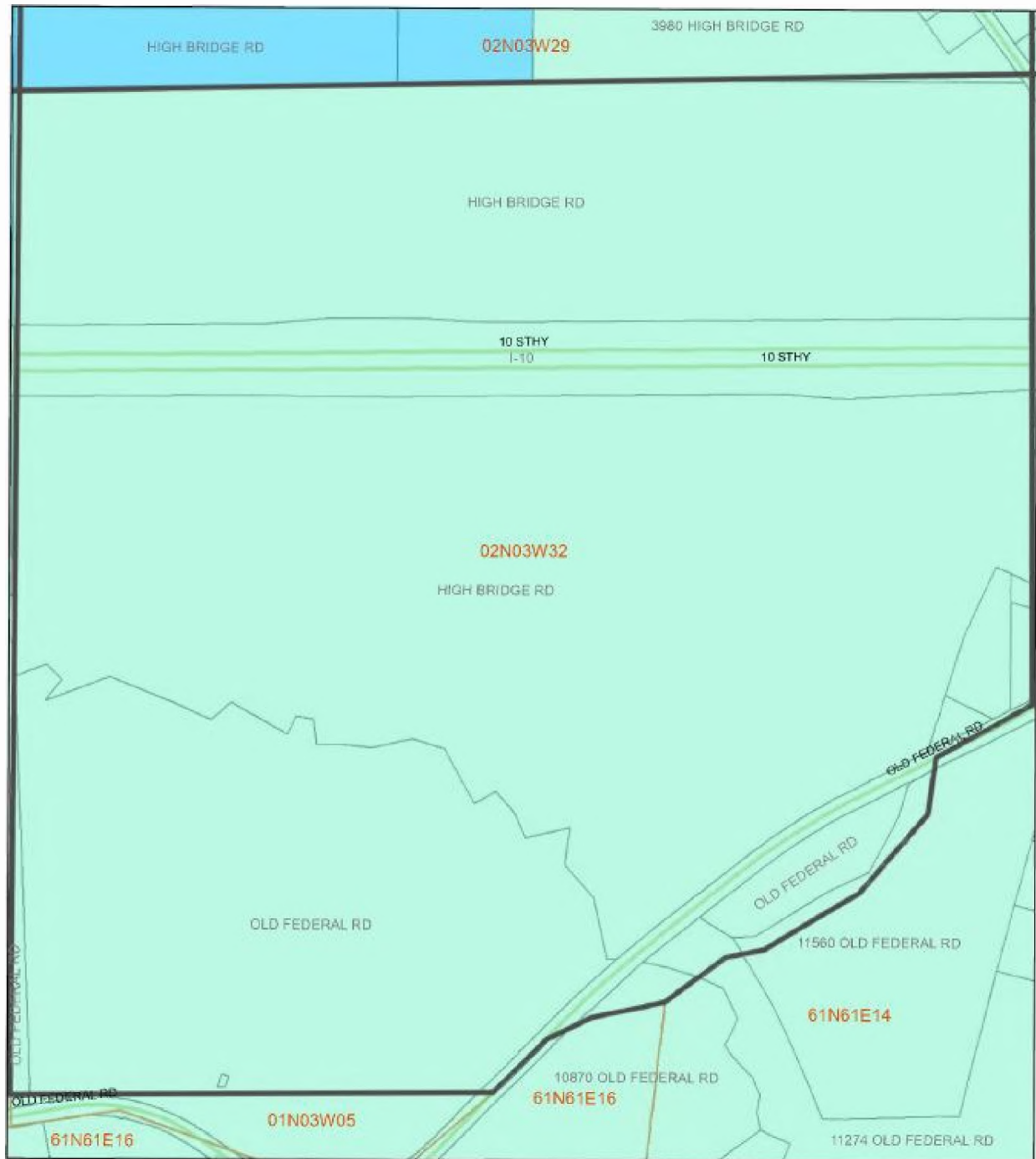
- City of Quincy Service Territory - 2025 Agreement
- Talquin Electric Service Territory - 2025 Agreement
- Road
- Section Boundary
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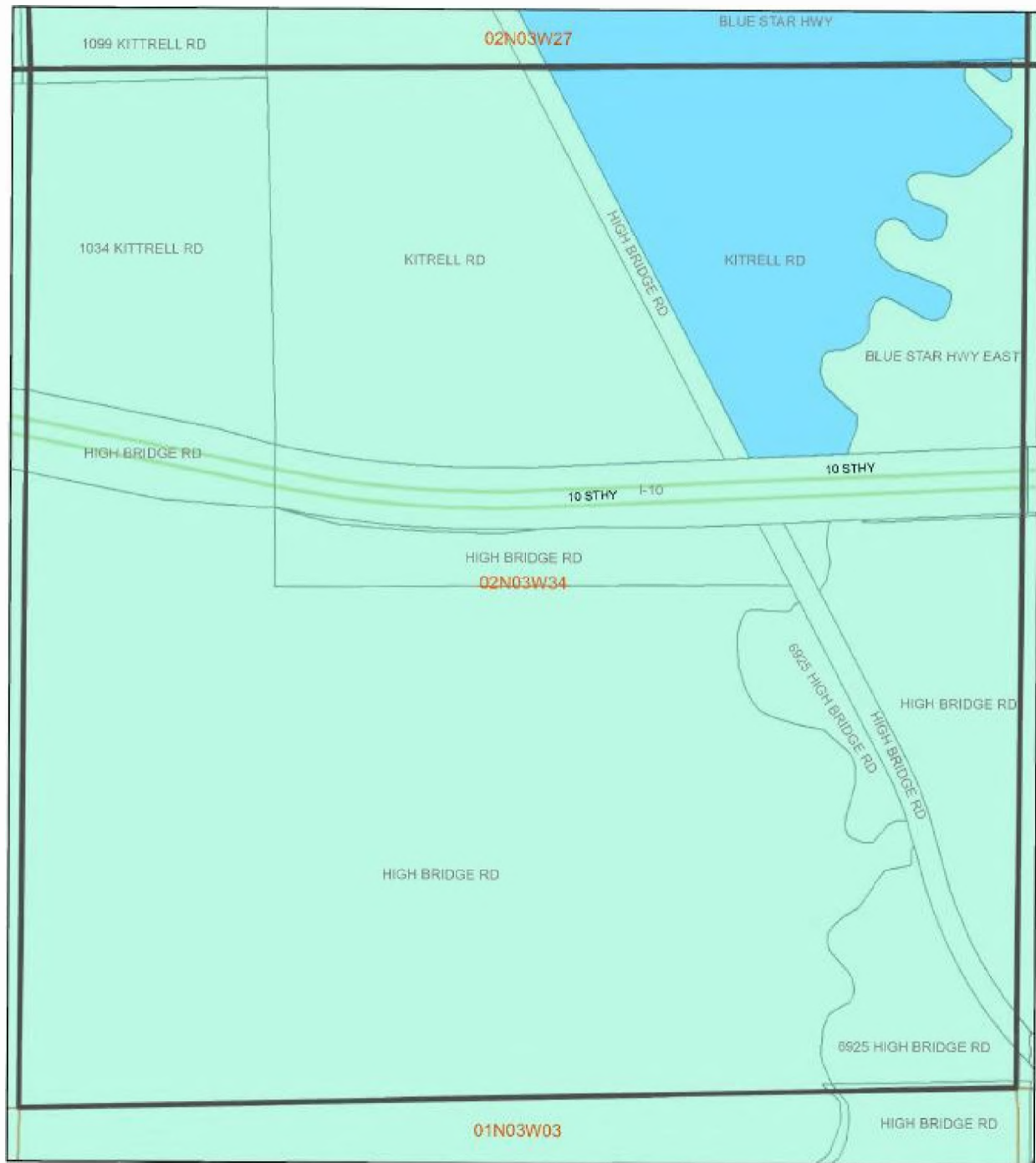
**Talquin Electric - City of Quincy
Territorial Boundary Map
2025 Agreement
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- City of Quincy Service Territory - 2025 Agreement
- Talquin Electric Service Territory - 2025 Agreement
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Talquin Electric - City of Quincy
Territorial Boundary Map
2025 Agreement
Map Page 33 of 33

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| City of Quincy Service Territory - 2025 Agreement | Section Boundary |
| Talquin Electric Service Territory- 2025 Agreement | Parcels |
| Road | Map Page |



EXHIBIT A-2
BOUNDARY LINE WRITTEN DESCRIPTION

Approved By:



Tracy Bensley
General Manager, Talquin Electric Cooperative, Inc.

Richard Ash
Interim City Manager, City of Quincy, Florida

EXHIBIT A-2
BOUNDARY LINE WRITTEN DESCRIPTION

Approved By:

Tracy Bensley
General Manager, Talquin Electric Cooperative, Inc.



Richard Ash
Interim City Manager, City of Quincy, Florida

BOUNDARY LINE WRITTEN DESCRIPTION

Exhibit A-1 Map Page	Township	Range	Section(s)	Description/Notes
1	03N	04W	35	Entire Section Cooperative Territorial Area except for Parcel No. 2-35-3N-4W-0000-00434-0700 & Parcel No. 3-02-2N-4W-0000-00121-0300
2	03N	04W	36	Entire Section Cooperative Territorial Area except for Parcel No. 2-36-3N-4W-0000-00444-0100, Parcel No. 2-36-3N-4W-0000-00444-0500, Parcel No. 3-06-2N-3W-0000-00120-0100.
3	03N	03W	31	Entire Section Cooperative Territorial Area except for Parcel No. 2-36-3N-4W-0000-00444-0500, Parcel No. 3-06-2N-3W-0000-00120-0100, Parcel No. 2-31-3N-3W-0000-00313-0000 Parcel No. 2-31-3N-3W-0000-00311-2000, Parcel No. 2-31-3N-3W-0000-00314-0100, Parcel No. 2-31-3N-3W-0000-00341-0300 Parcel No. 2-31-3N-3W-0000-00341-0200, Parcel No. 2-31-3N-3W-0000-00341-0400, Parcel No. 2-31-3N-3W-0000-00344-0200 Parcel No. 2-31-3N-3W-0000-00344-0100, Parcel No. 2-31-3N-3W-0000-00421-0100, Parcel No. 2-31-3N-3W-0000-00422-0100 Parcel No. 2-31-3N-3W-0000-00422-0200, Parcel No. 2-31-3N-3W-0000-00423-0100, Parcel No. 2-31-3N-3W-0000-00423-0200 Parcel No. 2-31-3N-3W-0380-0000A-0030, Parcel No. 2-31-3N-3W-0380-0000A-0020, Parcel No. 2-31-3N-3W-0380-0000A-0010 Parcel No. 2-31-3N-3W-0380-0000B-0010, Parcel No. 2-31-3N-3W-0380-0000B-0020, Parcel No. 2-31-3N-3W-0380-0000C-0010 Parcel No. 2-31-3N-3W-0380-0000C-0020, Parcel No. 2-31-3N-3W-0380-0000D-0010, Parcel No. 2-31-3N-3W-0000-00432-0300 Parcel No. 2-31-3N-3W-0000-00432-0200, Parcel No. 2-31-3N-3W-0000-00432-0500, Parcel No. 2-31-3N-3W-0000-00432-0400, Parcel No. 2-31-3N-3W-0000-00434-0000, Parcel No. 2-31-3N-3W-0000-00444-0100
4	03N	03W	32	Entire Section Cooperative Territorial Area except for Parcel No. 2-31-3N-3W-0000-00444-0100.
5	02N	04W	2	Entire Section Quincy Territorial Area except for Parcel No. 3-02-2N-4W-0000-00220-0000, Parcel No. 3-02-2N-4W-0000-00210-0200, Parcel No. 3-02-2N-4W-0000-00121-0200, Parcel No. 3-02-2N-4W-0000-00122-0100, Parcel No. 3-02-2N-4W-0000-00212-0100, Parcel No. 3-02-2N-4W-0000-00233-0600, Parcel No. 3-02-2N-4W-0000-00223-0300, Parcel No. 3-10-2N-4W-0000-00211-0000, Parcel No. 3-11-2N-4W-0000-00220-0000.
6	02N	04W	1	Entire Section Quincy Territorial Area except for Parcel No. 2-35-3N-4W-0000-00140-0000, Parcel No. 2-36-3N-4W-0000-00230-0000, Parcel No. 2-36-3N-4W-0000-00343-0100, Parcel No. 2-36-3N-4W-0000-00433-0100, Parcel No. 2-36-3N-4W-0000-00434-0400, Parcel No. 2-36-3N-4W-0000-00434-1300, Parcel No. 2-36-3N-4W-0000-00434-1500, Parcel No. 2-36-3N-4W-0000-00434-0100, Parcel No. 2-36-3N-4W-0000-00443-0300, Parcel No. 2-36-3N-4W-0000-00443-0100.
	02N	03W	6	Entire Section Quincy Territorial Area.
7	02N	03W	5	Entire Section Quincy Territorial Area except for Parcel No. 3-04-2N-3W-0000-00220-0000 & Parcel No. 2-32-3N-3W-0000-00400-0000.

Exhibit A-1 Map Page	Township	Range	Section(s)	Description/Notes
8	02N	03W	4	Entire Section Quincy Territorial Area except for Parcel No. 2-32-3N-3W-0000-00400-0000, Parcel No. 2-33-3N-3W-0000-00210-0100, Parcel No. 2-33-3N-3W-0000-00410-0100, Parcel No. 3-04-2N-3W-0000-00120-0000, Parcel No. 3-04-2N-3W-0000-00220-0000, Parcel No. 3-04-2N-3W-0000-00220-1000, Parcel No. 3-04-2N-3W-0000-00220-0900, Parcel No. 3-04-2N-3W-0000-00220-0800, Parcel No. 3-04-2N-3W-0000-00220-0600, Parcel No. 3-04-2N-3W-0000-00220-0500, Parcel No. 3-04-2N-3W-0000-00220-0400, Parcel No. 3-04-2N-3W-0000-00220-0300, Parcel No. 3-04-2N-3W-0000-00220-0200, Parcel No. 3-04-2N-3W-0000-00220-0100, Parcel No. 3-04-2N-3W-0000-00312-0500, Parcel No. 3-04-2N-3W-0000-00312-0200, Parcel No. 3-04-2N-3W-0000-00312-0300, Parcel No. 3-04-2N-3W-0000-00312-0400, Parcel No. 3-04-2N-3W-0000-00312-0600, Parcel No. 3-04-2N-3W-0000-00312-0700, Parcel No. 3-04-2N-3W-0000-00312-0800, Parcel No. 3-04-2N-3W-0000-00311-1000, Parcel No. 3-04-2N-3W-0000-00311-0900, Parcel No. 3-04-2N-3W-0000-00311-1300, Parcel No. 3-04-2N-3W-0000-00322-0900, Parcel No. 3-04-2N-3W-0000-00233-0100, Parcel No. 3-04-2N-3W-0000-00234-0200, Parcel No. 3-04-2N-3W-0000-00234-0100, Parcel No. 3-04-2N-3W-0000-00234-0500, Parcel No. 3-04-2N-3W-0000-00233-0200, Parcel No. 3-04-2N-3W-0000-00322-0800, Parcel No. 3-04-2N-3W-0000-00322-0600, Parcel No. 3-04-2N-3W-0000-00234-0700, Parcel No. 3-04-2N-3W-0000-00234-0300, Parcel No. 3-04-2N-3W-0000-00234-0400, Parcel No. 3-04-2N-3W-0000-00321-0500, Parcel No. 3-04-2N-3W-0000-00321-0600, Parcel No. 3-04-2N-3W-0000-00322-0500, Parcel No. 3-04-2N-3W-0000-00322-1000, Parcel No. 3-04-2N-3W-0000-00322-1100, Parcel No. 3-04-2N-3W-0000-00322-0700, Parcel No. 3-04-2N-3W-0000-00322-0900, Parcel No. 3-04-2N-3W-0000-00322-0300, Parcel No. 3-04-2N-3W-0000-00321-0200, Parcel No. 3-04-2N-3W-0000-00321-0300, Parcel No. 3-04-2N-3W-0000-00141-0200, Parcel No. 3-04-2N-3W-0000-00141-0300, Parcel No. 3-04-2N-3W-0000-00141-0100, Parcel No. 3-04-2N-3W-0611-0000A-0010, Parcel No. 3-04-2N-3W-0611-0000A-0020, Parcel No. 3-04-2N-3W-0611-0000A-0030, Parcel No. 3-04-2N-3W-0611-0000A-0040, Parcel No. 3-04-2N-3W-0611-0000A-0050, Parcel No. 3-04-2N-3W-0611-0000A-0060, Parcel No. 3-04-2N-3W-0611-0000A-0070, Parcel No. 3-04-2N-3W-0611-0000A-0080, Parcel No. 3-04-2N-3W-0611-0000A-0090, Parcel No. 3-04-2N-3W-0611-0000A-0100, Parcel No. 3-04-2N-3W-0611-0000A-0110, Parcel No. 3-04-2N-3W-0611-0000A-0120.
9	02N	03W	3	Entire Section Cooperative Territorial Area except for Parcel No. 3-04-2N-3W-0000-00144-0500 & Parcel No. 3-04-2N-3W-0000-00441-0600.
10	02N	04W	11	Entire Section Quincy Territorial Area except for Parcel No. Parcel No. 3-10-2N-4W-0000-00211-0000, Parcel No. 3-10-2N-4W-0000-00212-3400, Parcel No. 3-11-2N-4W-0000-00220-0000, Parcel No. 3-10-2N-4W-0000-00212-2000, Parcel No. 3-10-2N-4W-0000-00212-1500, Parcel No. 3-11-2N-4W-0000-00321-0700, Parcel No. 3-11-2N-4W-0000-00321-0400, Parcel No. 3-11-2N-4W-0000-00321-0500, Parcel No. 3-10-2N-4W-0000-00144-0100, Parcel No. 3-10-2N-4W-0000-00144-0200, Parcel No. 3-11-2N-4W-0000-00322-0100, Parcel No. 3-11-2N-4W-0000-00321-0300, Parcel No. 3-11-2N-4W-0000-00324-0200, Parcel No. 3-11-2N-4W-0000-00324-0100, Parcel No. 3-11-2N-4W-0000-00323-0100, Parcel No. 3-11-2N-4W-0000-00323-0200, Parcel No. 3-10-2N-4W-0000-00441-0100, Parcel No. 3-10-2N-4W-0000-00441-0119, Parcel No. 3-10-2N-4W-0000-00441-0120, Parcel No. 3-10-2N-4W-0000-00441-0121, Parcel No. 3-10-2N-4W-0000-00441-0122, Parcel No. 3-10-2N-4W-0000-00441-0123, Parcel No. 3-10-2N-4W-0000-00441-0124, & Parcel No. -10-2N-4W-0000-00441-0125.
	02N	04W	12	Entire Section Quincy Territorial Area.
	02N	03W	7	Entire Section Quincy Territorial Area.
	02N	03W	8	Entire Section Quincy Territorial Area.

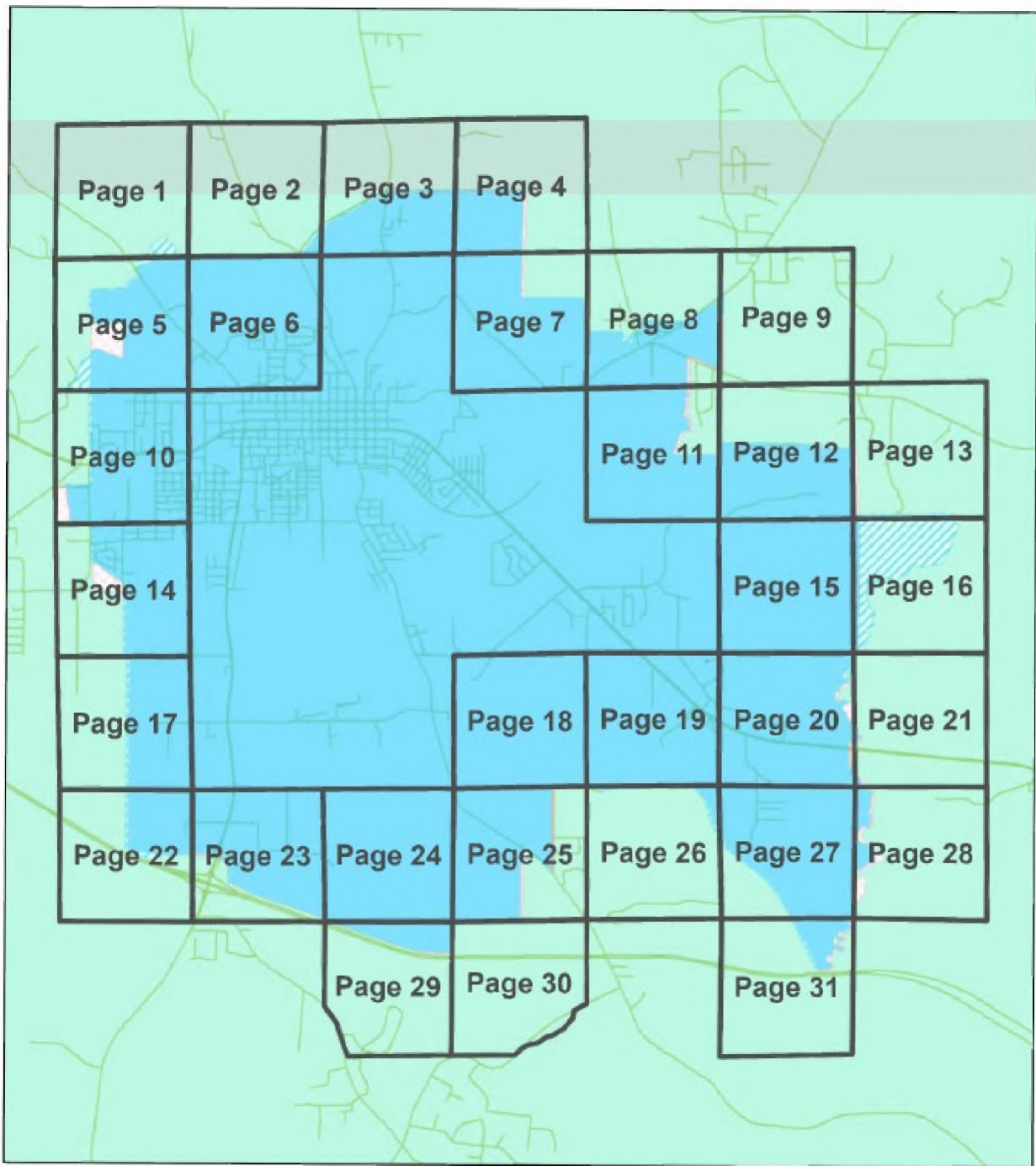
Exhibit A-1 Map Page	Township	Range	Section(s)	Description/Notes
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12	02N	03W	10	Entire Section Cooperative Territorial Area except for Parcel No. 3-10-2N-3W-0000-00310-0000, Parcel No. 3-10-2N-3W-0000-00311-0100, Parcel No. 3-10-2N-3W-0000-00422-0100, Parcel No. 3-22-2N-3W-0000-00410-0000, Parcel No. 3-10-2N-3W-0000-00424-0100, Parcel No. 3-10-2N-3W-0000-00334-0100, Parcel No. 3-10-2N-3W-0000-00330-0000, Parcel No. 3-10-2N-3W-0000-00330-0100, Parcel No. 3-10-2N-3W-0000-00433-0000, & Parcel No. 3-16-2N-3W-0000-00140-0100.
13	02N	03W	11	Entire Section Cooperative Territorial Area except for Parcel No. 3-22-2N-3W-0000-00410-0000.
14	02N	04W	14	Entire Section Quincy Territorial Area except for Parcel No. 3-14-2N-4W-0000-00222-0100, Parcel No. 3-14-2N-4W-0000-00222-0200, Parcel No. 3-14-2N-4W-0000-00221-0200, Parcel No. 3-14-2N-4W-0000-00221-0100, Parcel No. 3-14-2N-4W-0000-00223-0100, Parcel No. 3-14-2N-4W-0000-00223-0200, Parcel No. 3-14-2N-4W-0000-00223-0300, Parcel No. 3-14-2N-4W-0000-00223-0400, Parcel No. 3-14-2N-4W-0000-00223-0500, Parcel No. 3-14-2N-4W-0000-00223-0600, Parcel No. 3-14-2N-4W-0000-00224-0100, Parcel No. 3-14-2N-4W-0000-00224-0200, Parcel No. 3-14-2N-4W-0000-00224-0300, Parcel No. 3-14-2N-4W-0000-00224-0400, Parcel No. 3-14-2N-4W-0000-00224-0500, Parcel No. 3-14-2N-4W-0000-00224-0600, Parcel No. 3-14-2N-4W-0000-00224-0700, Parcel No. 3-14-2N-4W-0000-00224-0800, Parcel No. 3-14-2N-4W-0000-00224-0900, Parcel No. 3-14-2N-4W-0000-00230-0000, Parcel No. 3-14-2N-4W-0000-00231-0100, Parcel No. 3-14-2N-4W-0000-00231-0200, Parcel No. 3-14-2N-4W-0000-00231-3000, Parcel No. 3-14-2N-4W-0000-00234-0100, Parcel No. 3-14-2N-4W-0000-00234-0300, Parcel No. 3-14-2N-4W-0000-00234-0500, Parcel No. 3-14-2N-4W-0000-00234-0600, Parcel No. 3-14-2N-4W-0000-00234-0700, Parcel No. 3-14-2N-4W-0000-00234-0800, Parcel No. 3-14-2N-4W-0000-00234-0900, Parcel No. 3-14-2N-4W-0000-00234-1000, Parcel No. 3-14-2N-4W-0000-00234-1100, Parcel No. 3-14-2N-4W-0000-00234-1200, Parcel No. 3-14-2N-4W-0000-00234-1300, Parcel No. 3-14-2N-4W-0000-00230-0100, & the portion of Parcel No. 3-14-2N-4W-0000-00232-0000 to the west of Parcel Nos. 3-14-2N-4W-0000-00433-0000 and 3-14-2N-4W-0000-00432-0000.
15	02N	04W	13	Entire Section Quincy Territorial Area.
	02N	03W	18	Entire Section Quincy Territorial Area.
	02N	03W	17	Entire Section Quincy Territorial Area.
	02N	03W	16	Entire Section Quincy Territorial Area.
16	02N	03W	15	Entire Section Quincy Territorial Area.
17	02N	03W	14	Entire Section Cooperative Territorial Area except for Parcel No. 3-22-2N-3W-0000-00410-0000.

Exhibit A-1 Map Page	Township	Range	Section(s)	Description/Notes
18	02N	04W	23	Entire Section Quincy Territorial Area except for Parcel No. 3-14-2N-4W-0000-00230-0100 & Parcel No. 3-14-2N-4W-0000-00232-0000
19	02N	04W	24	Entire Section Quincy Territorial Area.
	02N	03W	19	Entire Section Quincy Territorial Area.
20	02N	03W	20	Entire Section Quincy Territorial Area.
21	02N	03W	21	Entire Section Quincy Territorial Area.
22	02N	03W	22	Entire Section Quincy Territorial Area except for Parcel No. 3-22-2N-3W-0000-00420-0000 & Parcel No. 3-23-2N-3W-0000-00341-0300
23	02N	03W	23	Entire Section Cooperative Territorial Area except for Parcel No. 3-22-2N-3W-0000-00410-0000, Parcel No. 3-23-2N-3W-0000-00330-0000, Parcel No. 3-26-2N-3W-0000-00200-0000
24	02N	04W	26	Entire Section Cooperative Territorial Area except for Parcel No. 3-26-2N-4W-0000-00100-0000 & Parcel No. 3-25-2N-4W-0000-00400-0000.
25	02N	04W	25	Entire Section Cooperative Territorial Area except for Parcel No. 3-25-2N-4W-0000-00400-0000 North of Interstate 10, Parcel No. 3-25-2N-4W-0000-00321-0100, Parcel No. 3-25-2N-4W-0000-00112-0100, Parcel No. 3-25-2N-4W-0000-00112-0200, Parcel No. 3-25-2N-4W-0000-00112-0300, Parcel No. 3-25-2N-4W-0000-00112-0400, Parcel No. 3-25-2N-4W-0000-00112-0500, Parcel No. 3-25-2N-4W-0000-00112-0600, Parcel No. 3-25-2N-4W-0000-00111-0100, Parcel No. 3-30-2N-3W-0000-00210-0000, Parcel No. 3-25-2N-4W-0000-00113-0100, Parcel No. 3-25-2N-4W-0000-00113-0200, Parcel No. 3-25-2N-4W-0000-00113-0300, Parcel No. 3-25-2N-4W-0000-00141-0100, Parcel No. 3-25-2N-4W-0000-00143-0600, Parcel No. 3-25-2N-4W-0000-00143-0100, Parcel No. 3-30-2N-3W-0000-00420-0000, Parcel No. 3-30-2N-3W-0000-00320-0000, & Parcel No. 3-30-2N-3W-0000-00333-0100.
26	02N	03W	30	Entire Section Quincy Territorial Area except for Parcel No. 3-30-2N-3W-0000-00320-0100.
27	02N	03W	29	Entire Section Cooperative Territorial Area except for Parcel No. 3-29-2N-3W-0000-00210-0000, Parcel No. 3-29-2N-3W-0000-00224-0100, Parcel No. 3-19-2N-3W-0000-00441-0100, Parcel No. 3-29-2N-3W-9030-00000-0010, Parcel No. 3-29-2N-3W-9030-00000-0020, Parcel No. 3-29-2N-3W-9030-00000-0030, Parcel No. 3-29-2N-3W-9030-00000-0040, Parcel No. 3-29-2N-3W-9030-00000-0050, Parcel No. 3-29-2N-3W-0000-00230-0000
28	02N	03W	28	Entire Section Cooperative Territorial Area except for Parcel No. 3-21-2N-3W-0000-00330-0000, Parcel No. 3-21-2N-3W-0000-00340-0000, Parcel No. 3-21-2N-3W-0000-00322-0100, Parcel No. 3-21-2N-3W-0000-00413-0600, Parcel No. 3-21-2N-3W-0000-00412-0400, Parcel No. 3-21-2N-3W-0000-00441-0200, Parcel No. 3-21-2N-3W-0000-00411-0700, Parcel No. 3-21-2N-3W-0000-00411-0300, Parcel No. 3-21-2N-3W-0000-00411-0200, Parcel No. 3-21-2N-3W-0000-00415-0000, Parcel No. 3-28-2N-3W-0000-00111-0000, Parcel No. 3-28-2N-3W-0000-00141-0100.
29	02N	03W	27	Entire Section Quincy Territorial Area except for Parcel No. 3-28-2N-3W-0000-00112-0100, Parcel No. 3-27-2N-3W-0000-00323-0000, Parcel No. 3-27-2N-3W-0000-00323-0100, Parcel No. 3-27-2N-3W-0000-00334-0100, Parcel No. 3-34-2N-3W-0000-00200-0000, Parcel No. 3-27-2N-3W-0000-00233-0100, Parcel No. 3-26-2N-3W-0000-00400-0000, & the portion of Parcel No. 3-27-2N-3W-0000-00100-0000 south of Parcel No. 3-28-2N-3W-0000-00112-0100.
30	02N	03W	26	Entire Section Cooperative Territorial Area except for Parcel No. 3-26-2N-3W-0000-00200-0000.

Exhibit A-1 Map Page	Township	Range	Section(s)	Description/Notes
31	02N	03W	31	Entire Section Cooperative Territorial Area except for Parcel No. 3-31-2N-3W-0000-00110-0000.
32	02N	03W	32	Entire Section Cooperative Territorial Area.
	02N	03W	33	Entire Section Cooperative Territorial Area.
33	02N	03W	34	Entire Section Cooperative Territorial Area except for Parcel No. 3-34-2N-3W-0000-00130-0000.

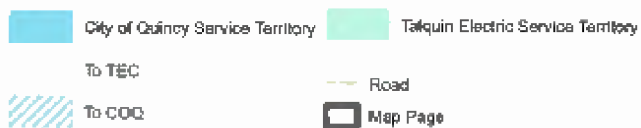
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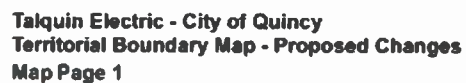
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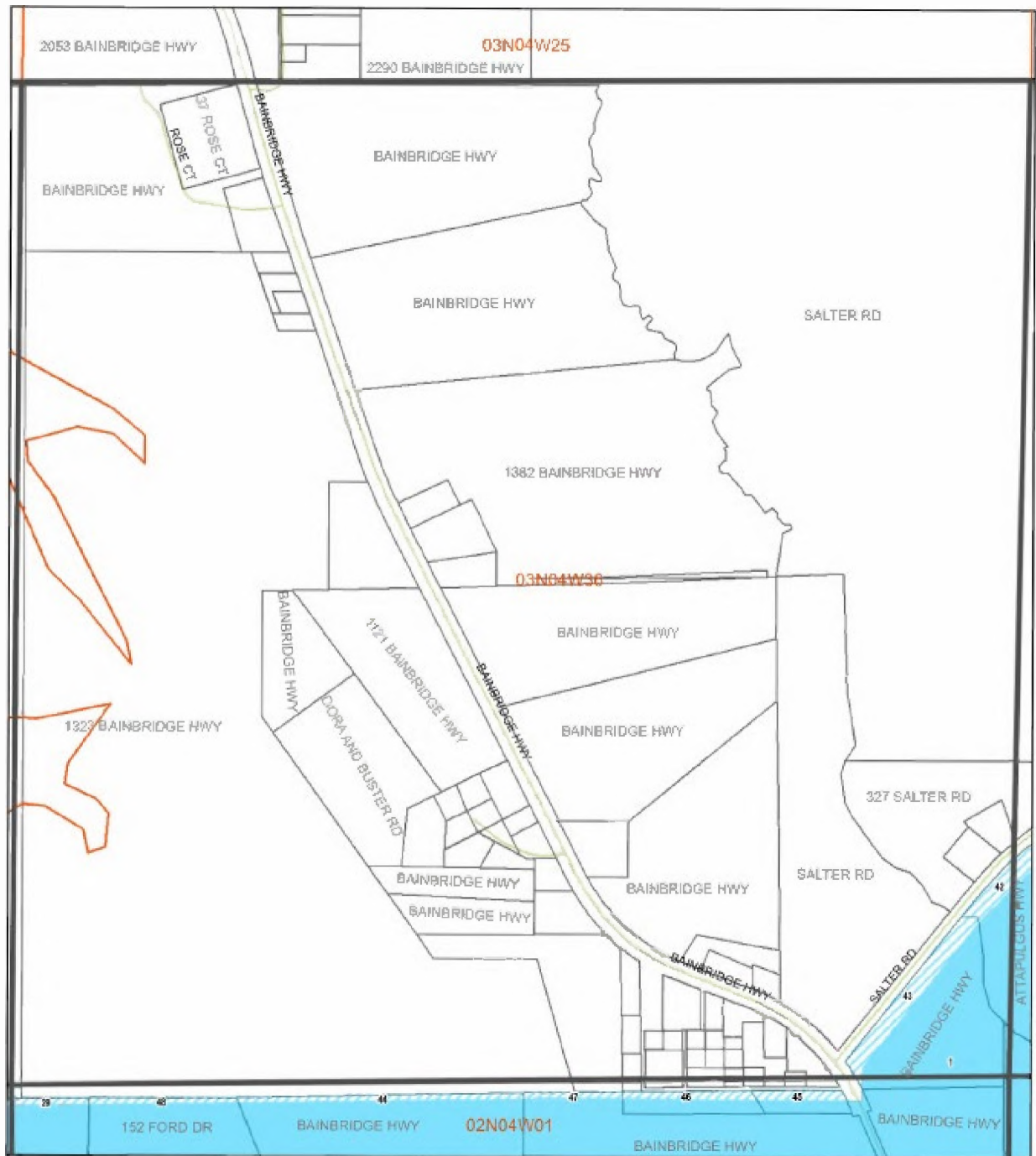


Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes

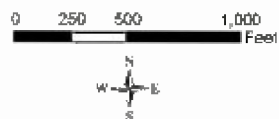
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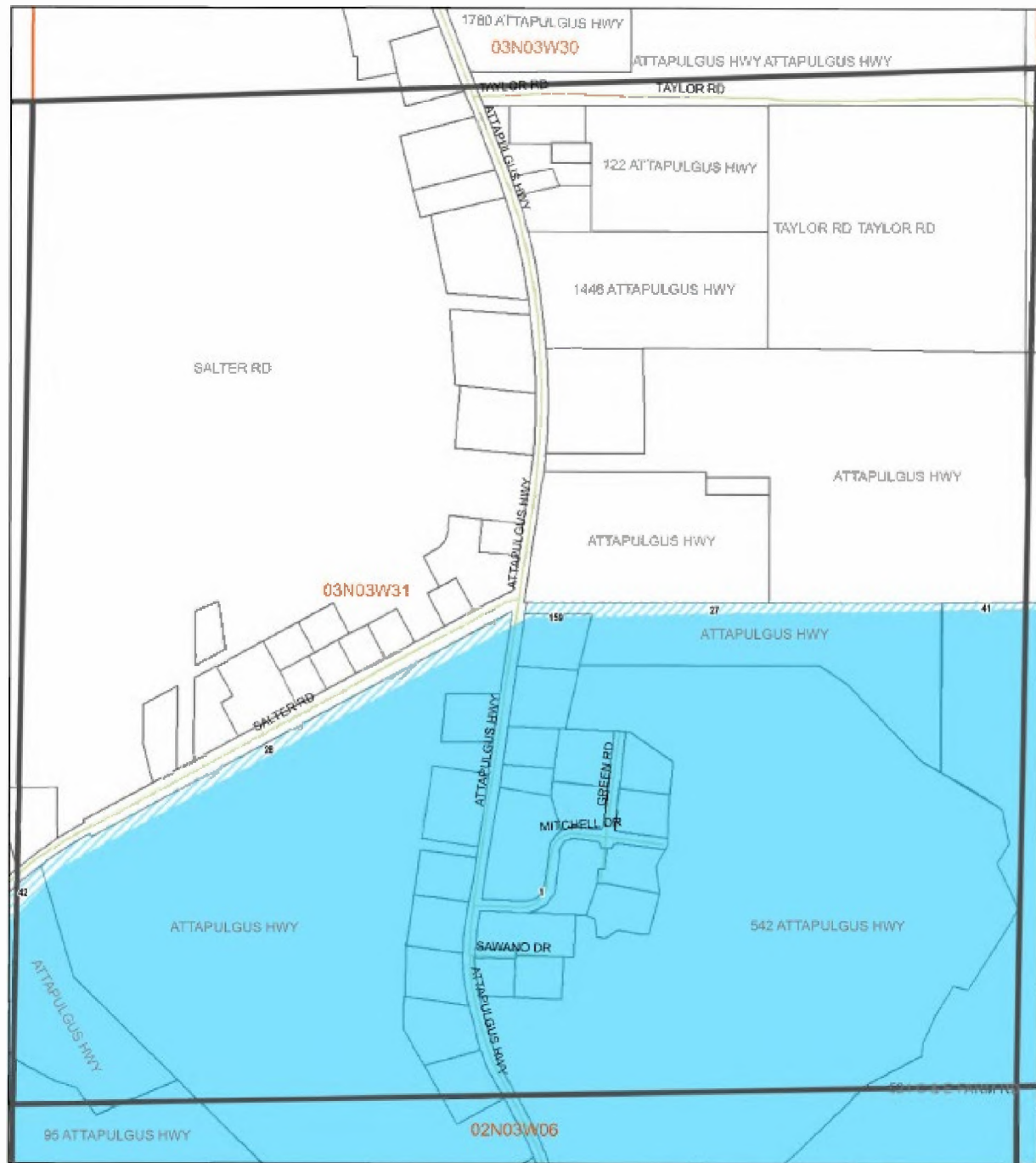




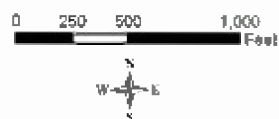


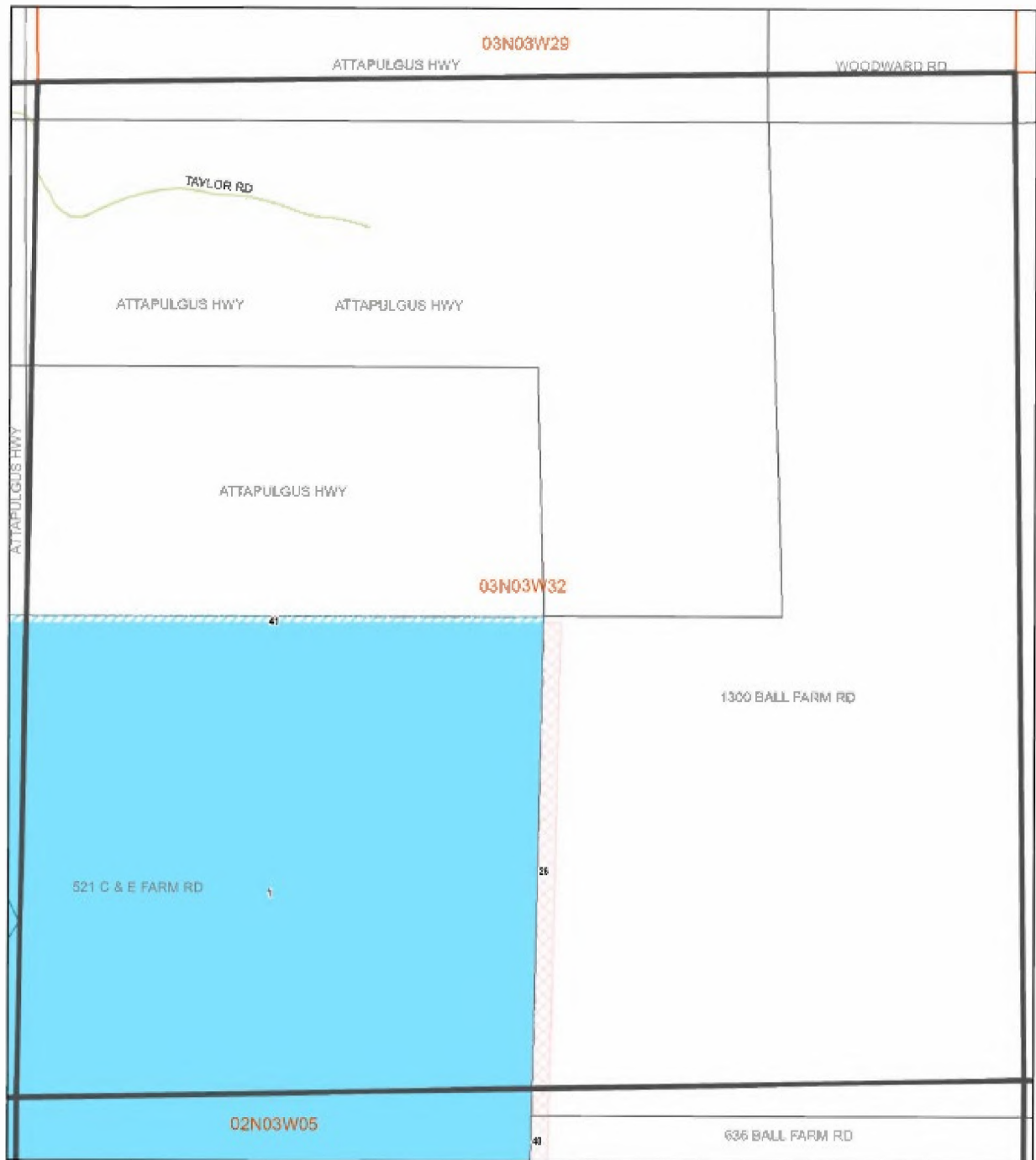
Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 2





Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 3



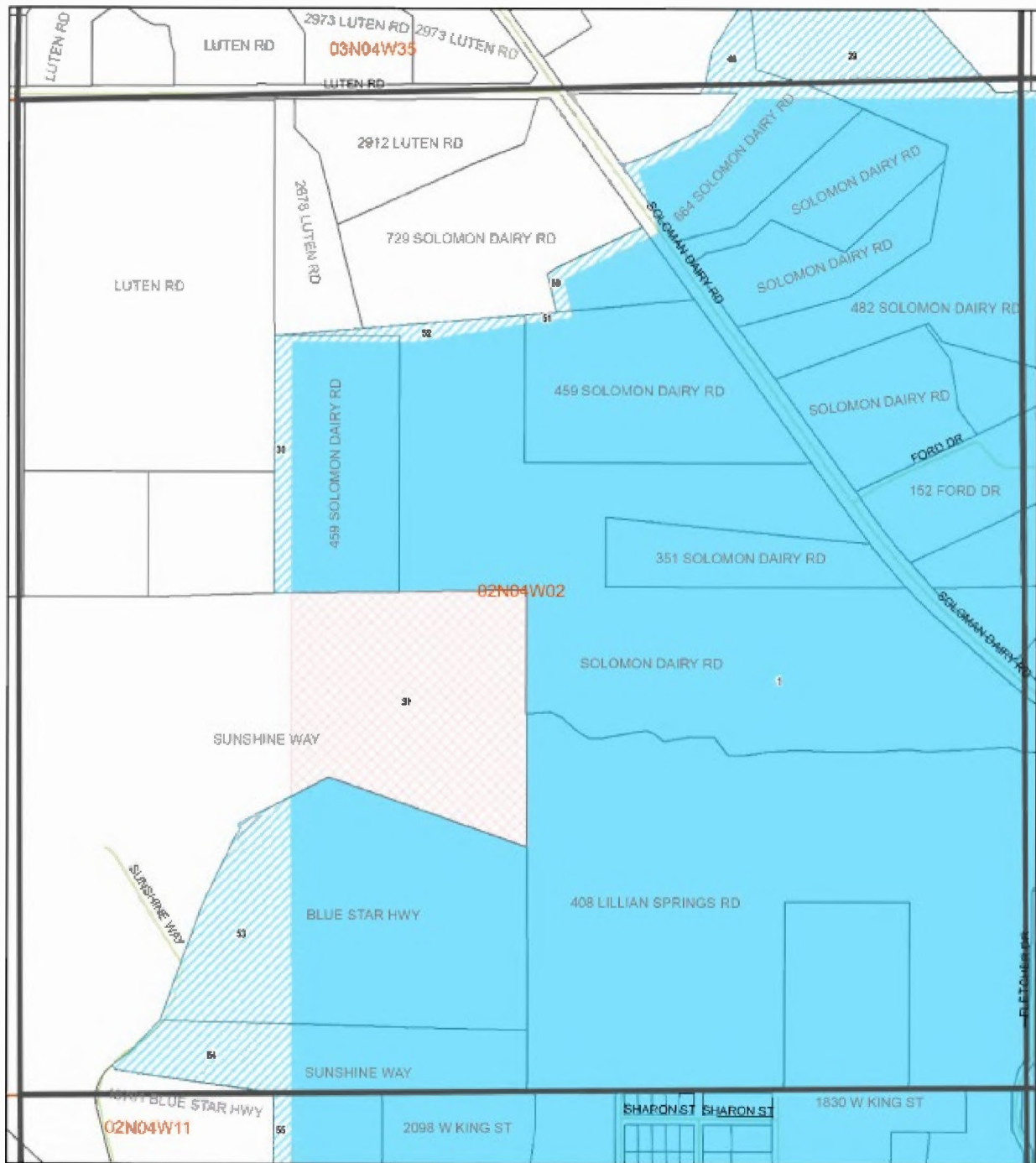


**Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 4**

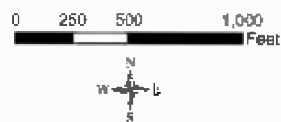
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|  | City of Quincy Service Territory |  | Road |
|  | To TEC |  | Section Boundary |
|  | To COQ |  | Parcels |
| | |  | Map Page |

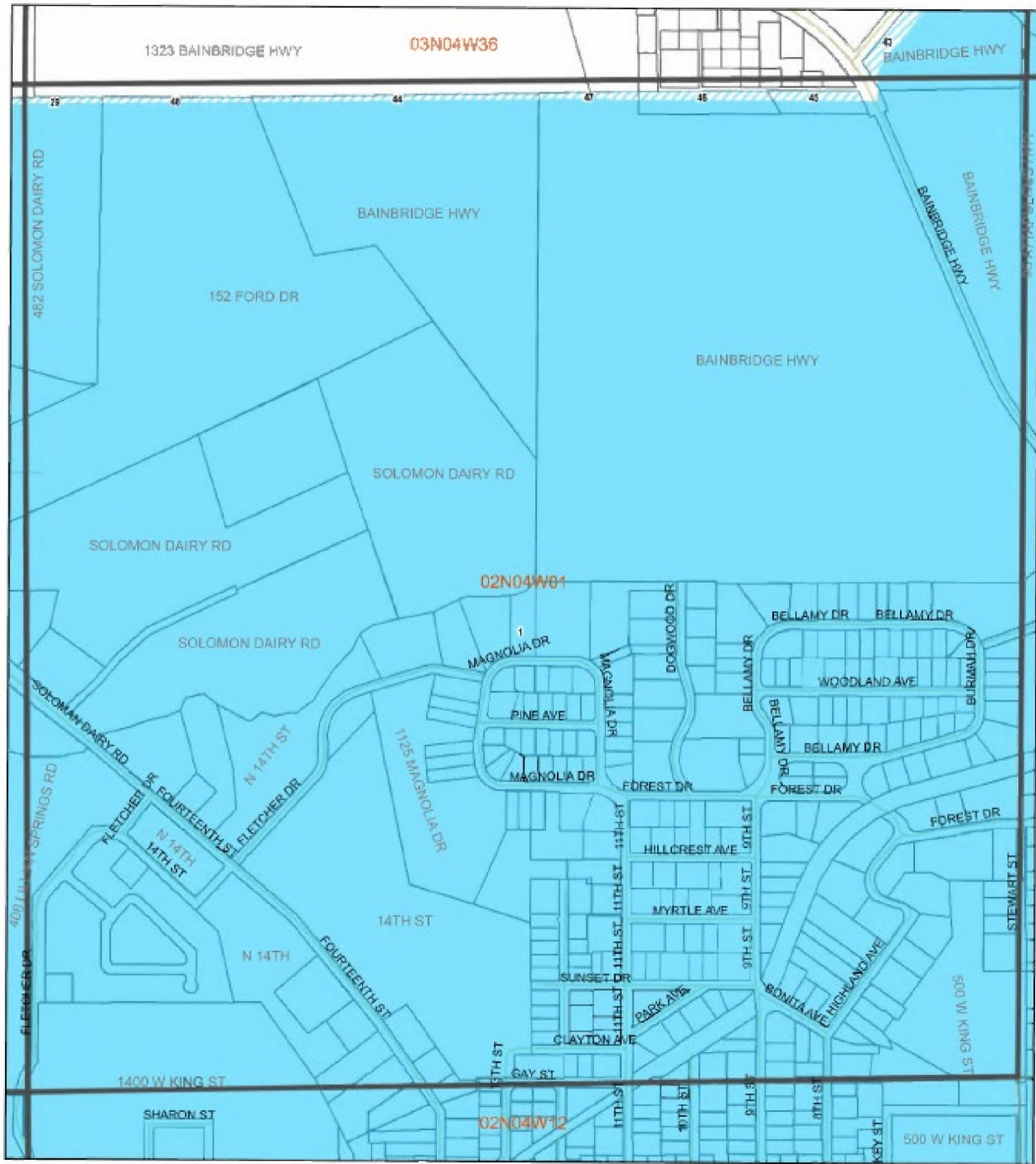
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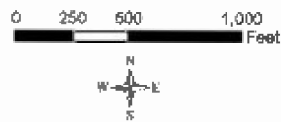
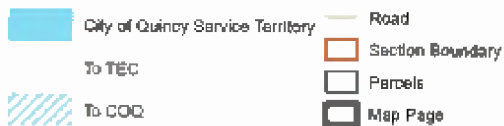


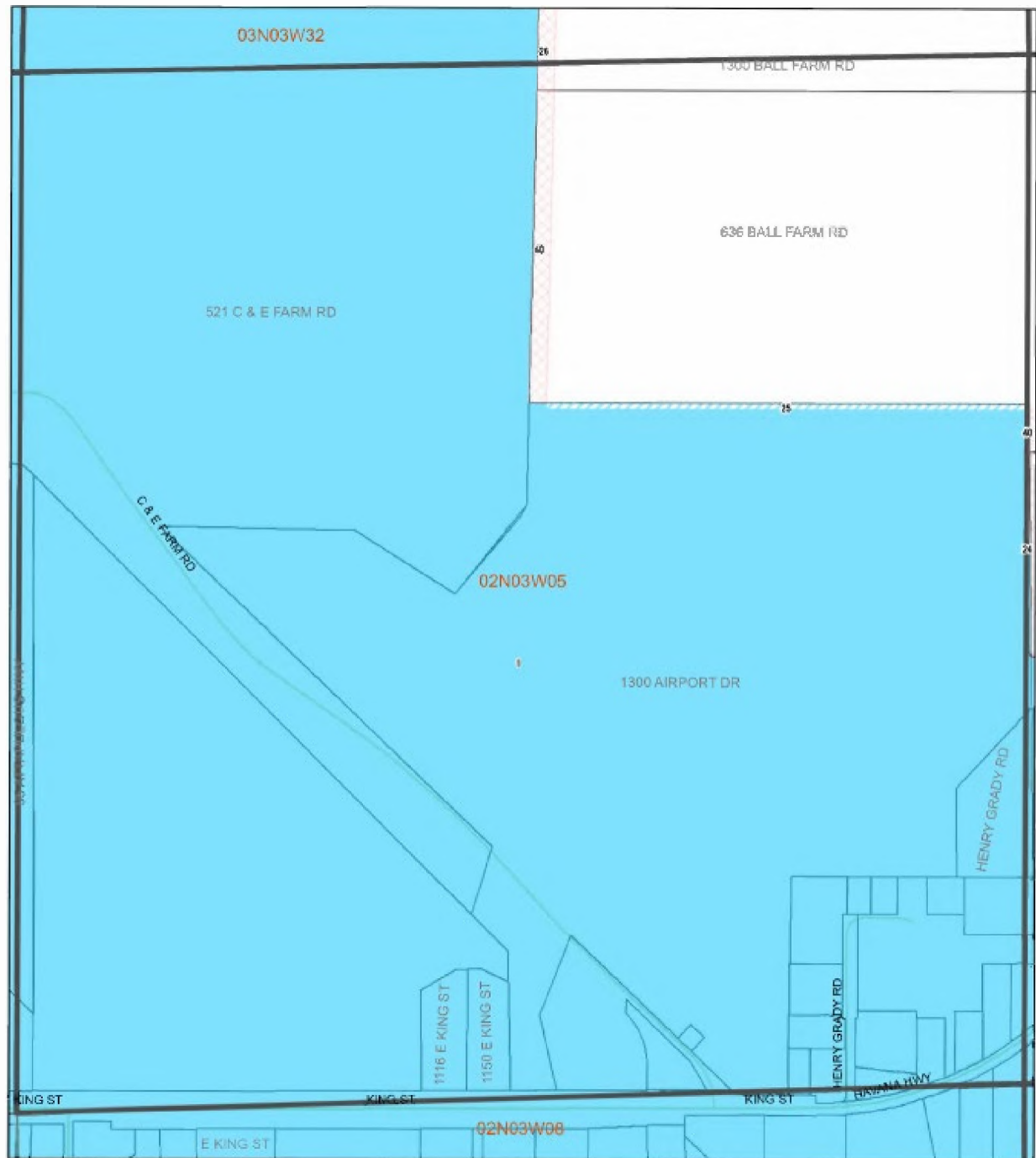
Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 5



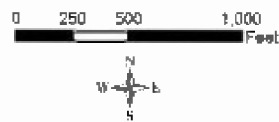


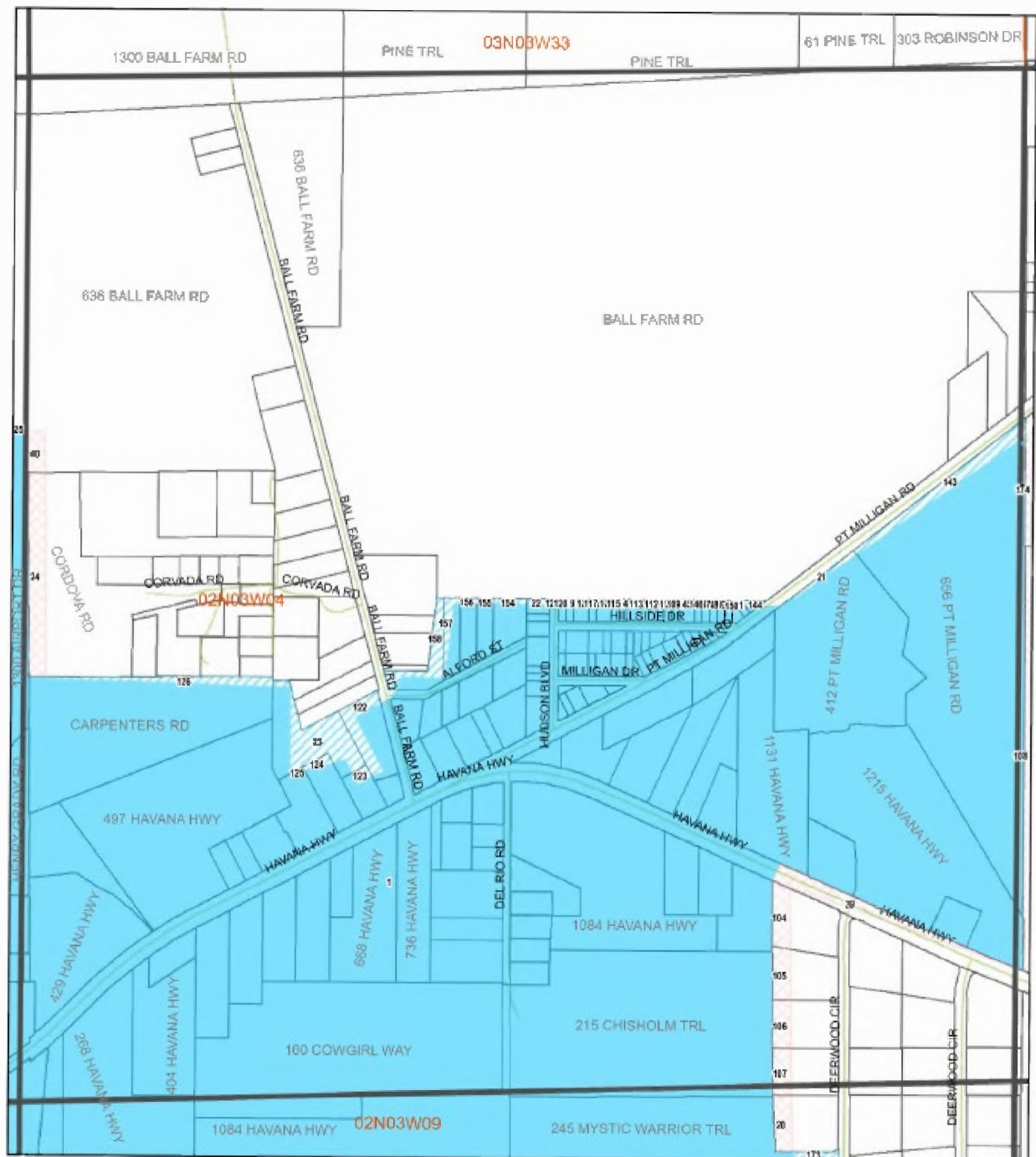
Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 6





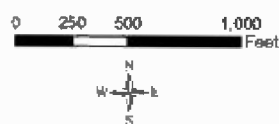
Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 7

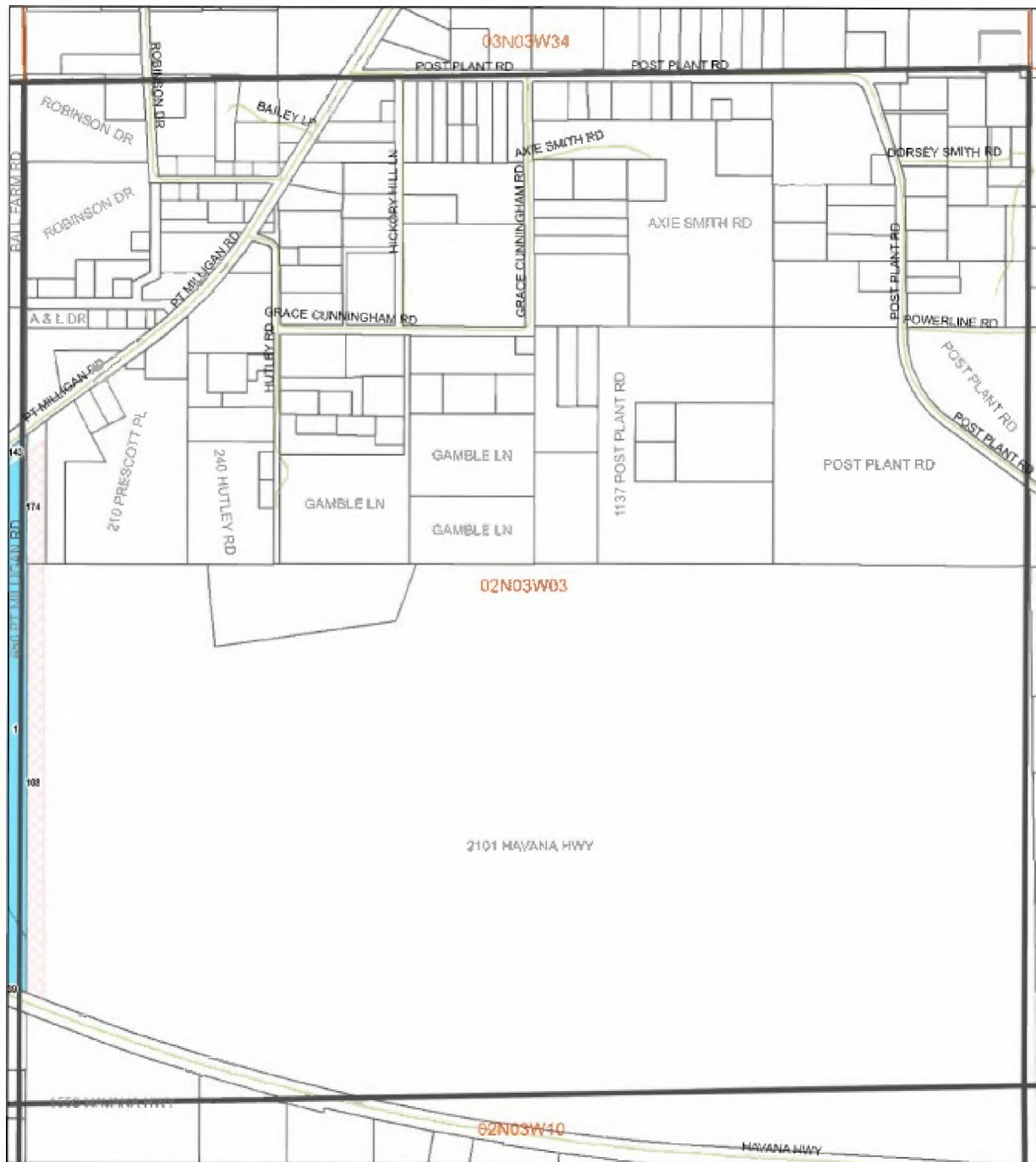




Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 8

- City of Quincy Service Territory
- Section Boundary
- Parcels
- Map Page
- To TEC
- To COQ



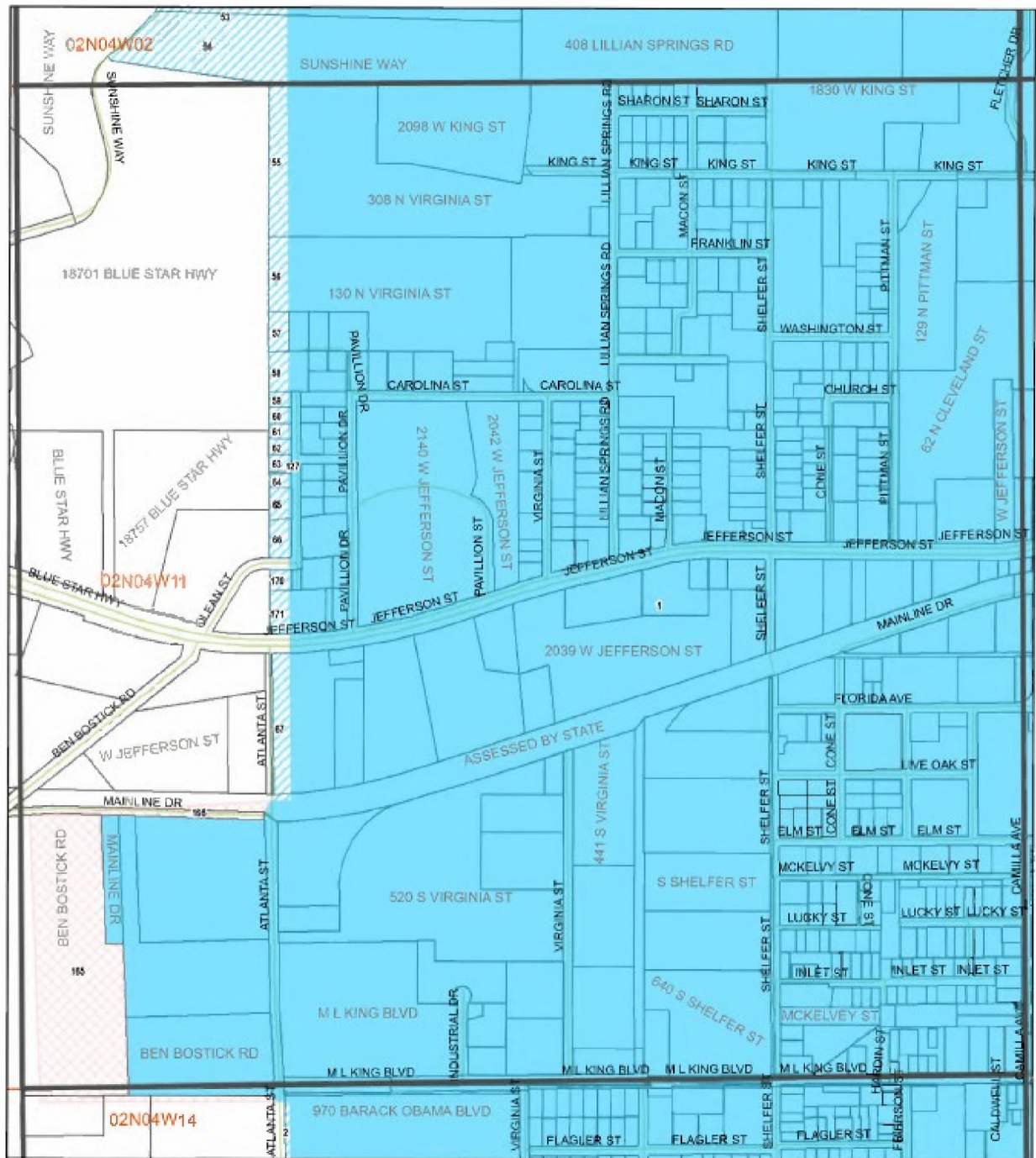


**Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 9**

- | | | | |
|--|----------------------------------|--|------------------|
| | City of Quincy Service Territory | | Road |
| | To TEC | | Section Boundary |
| | To COG | | Parcels |
| | | | Map Page |

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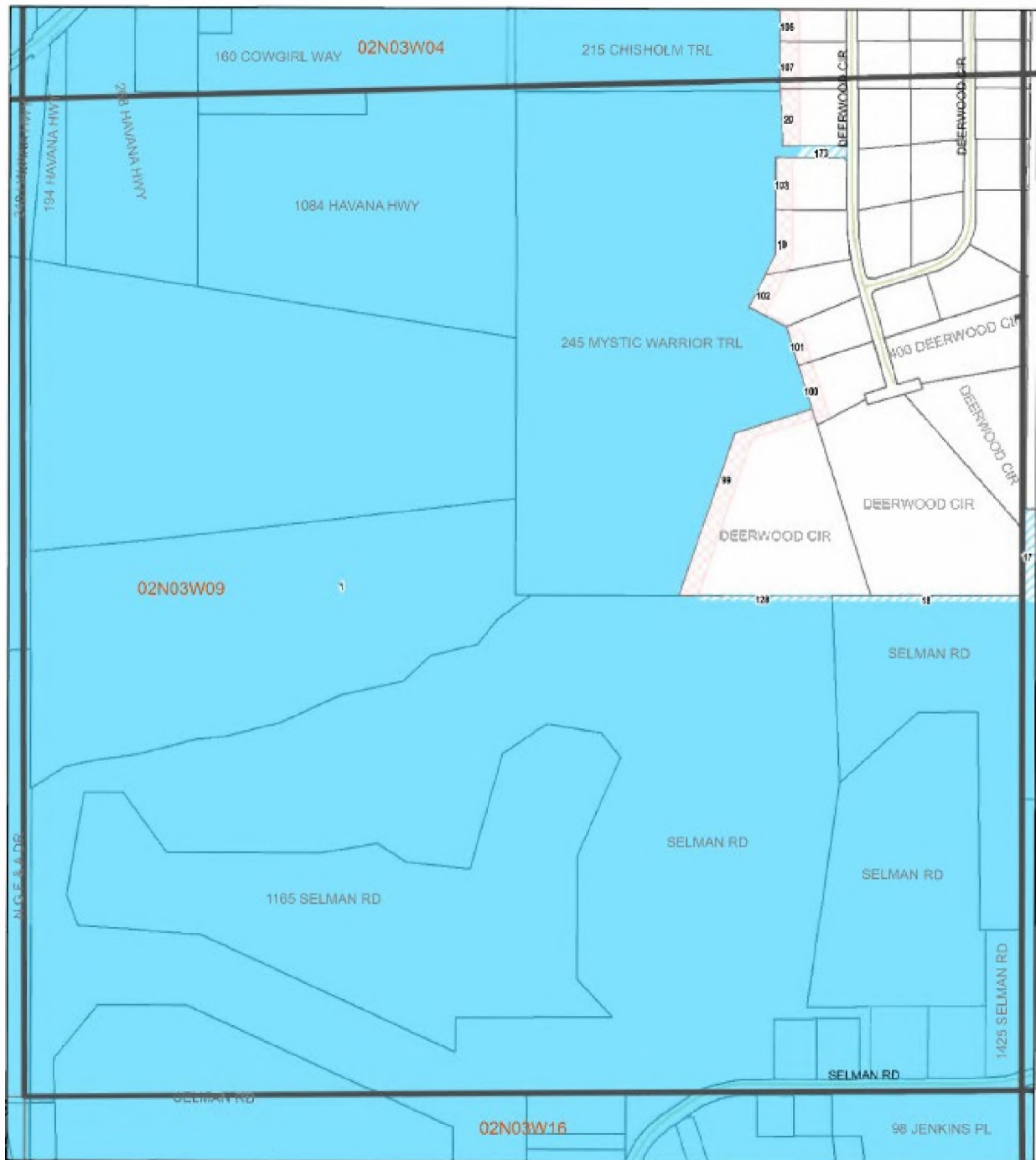


Takwin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 10

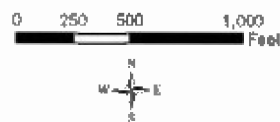
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| | City of Quincy Service Territory | | Road |
| | To TEC | | Section Boundary |
| | To COQ | | Parcels |
| | | | Map Page |

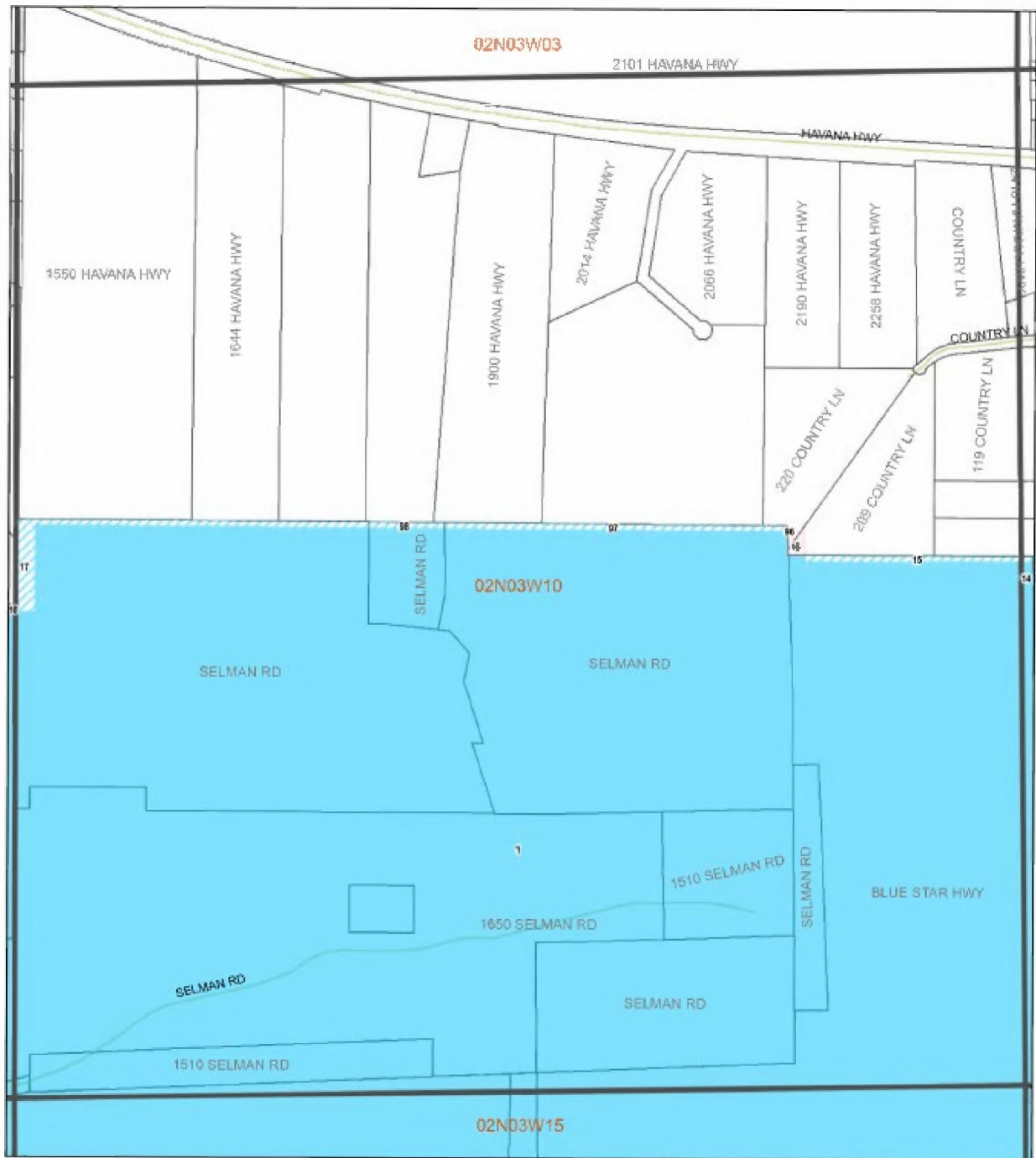
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Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 11



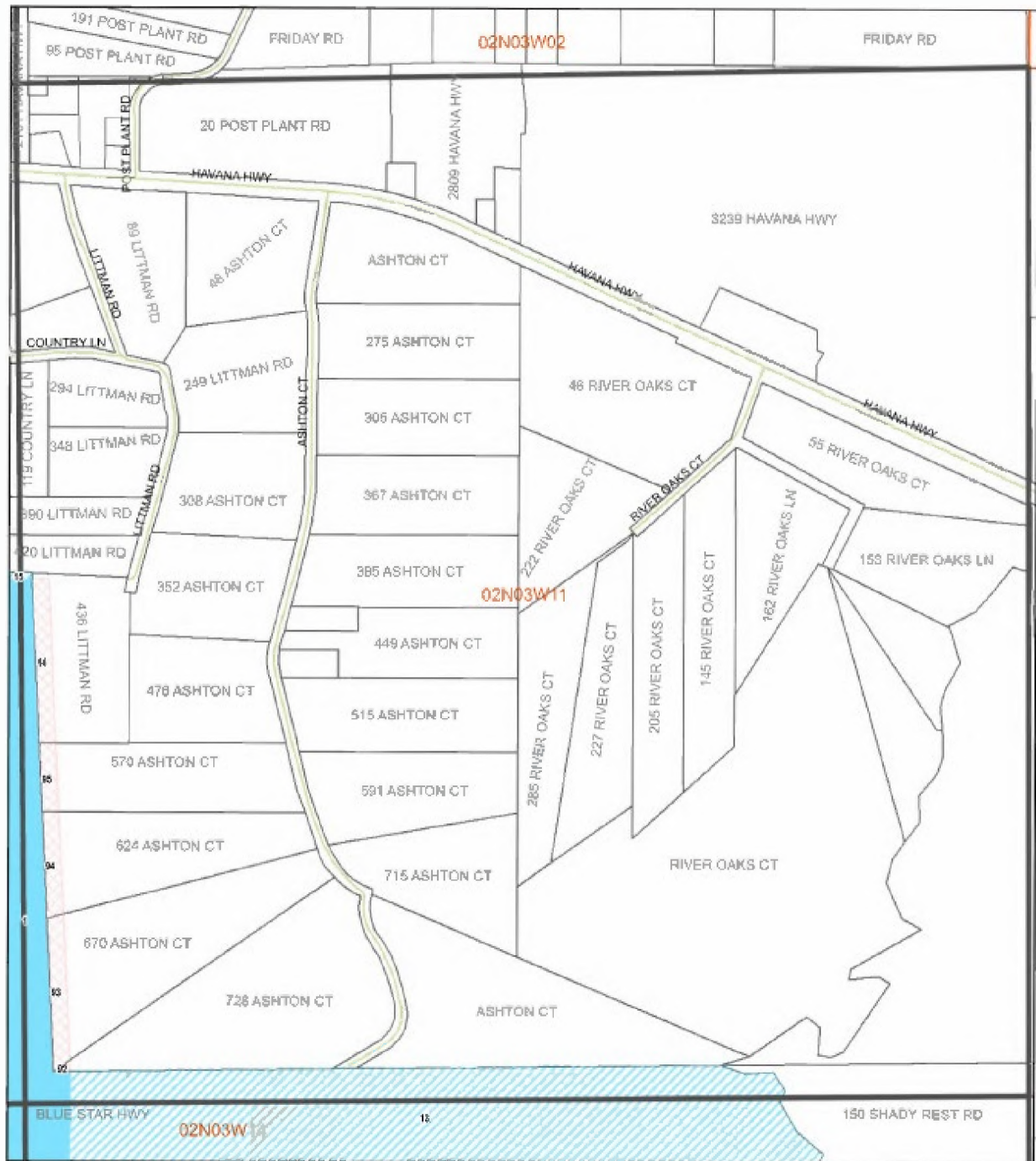


Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 12

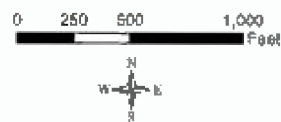
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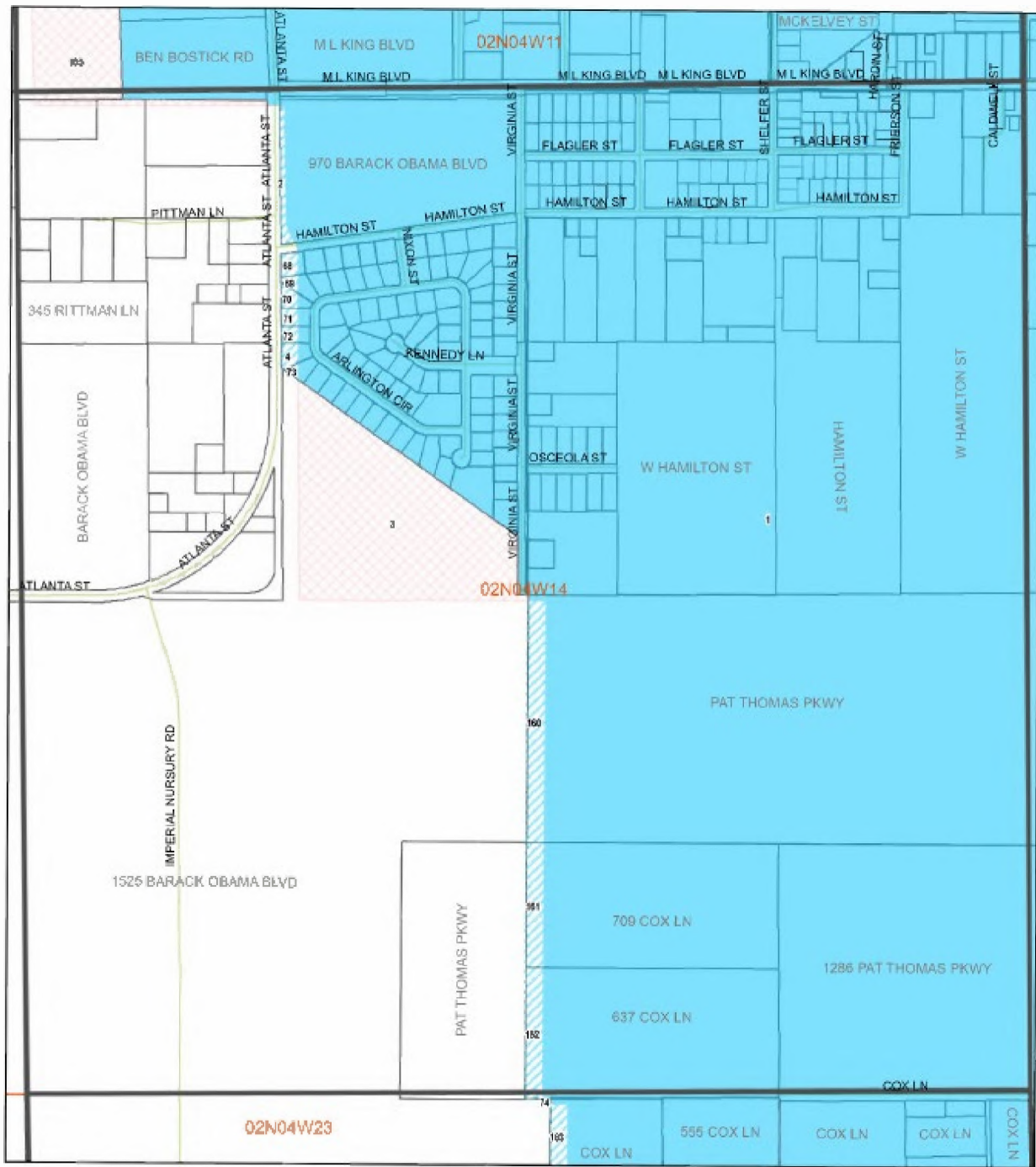
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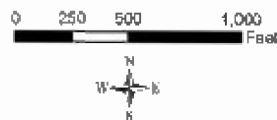
Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 13

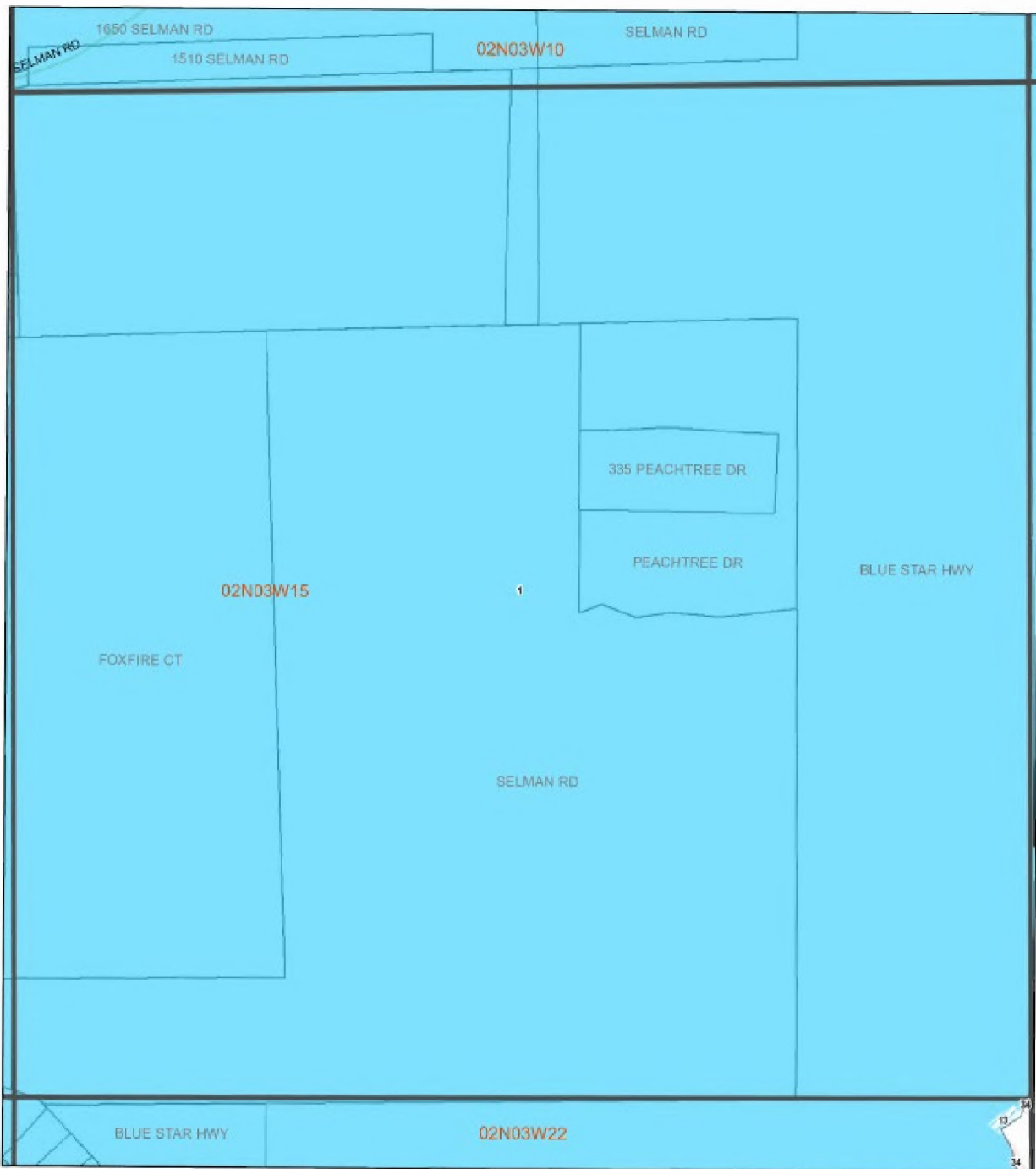




Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 14

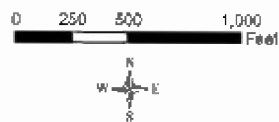
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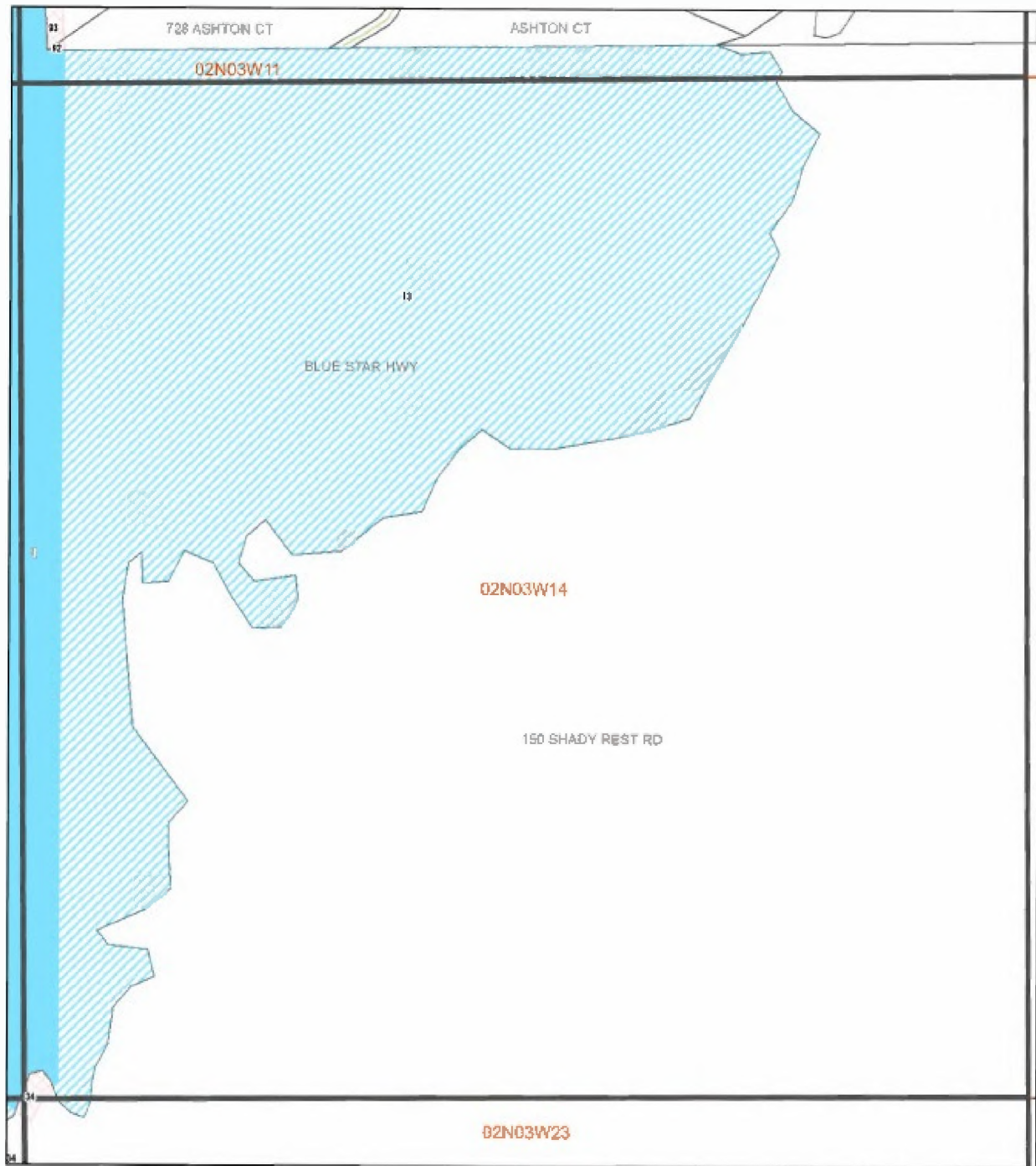


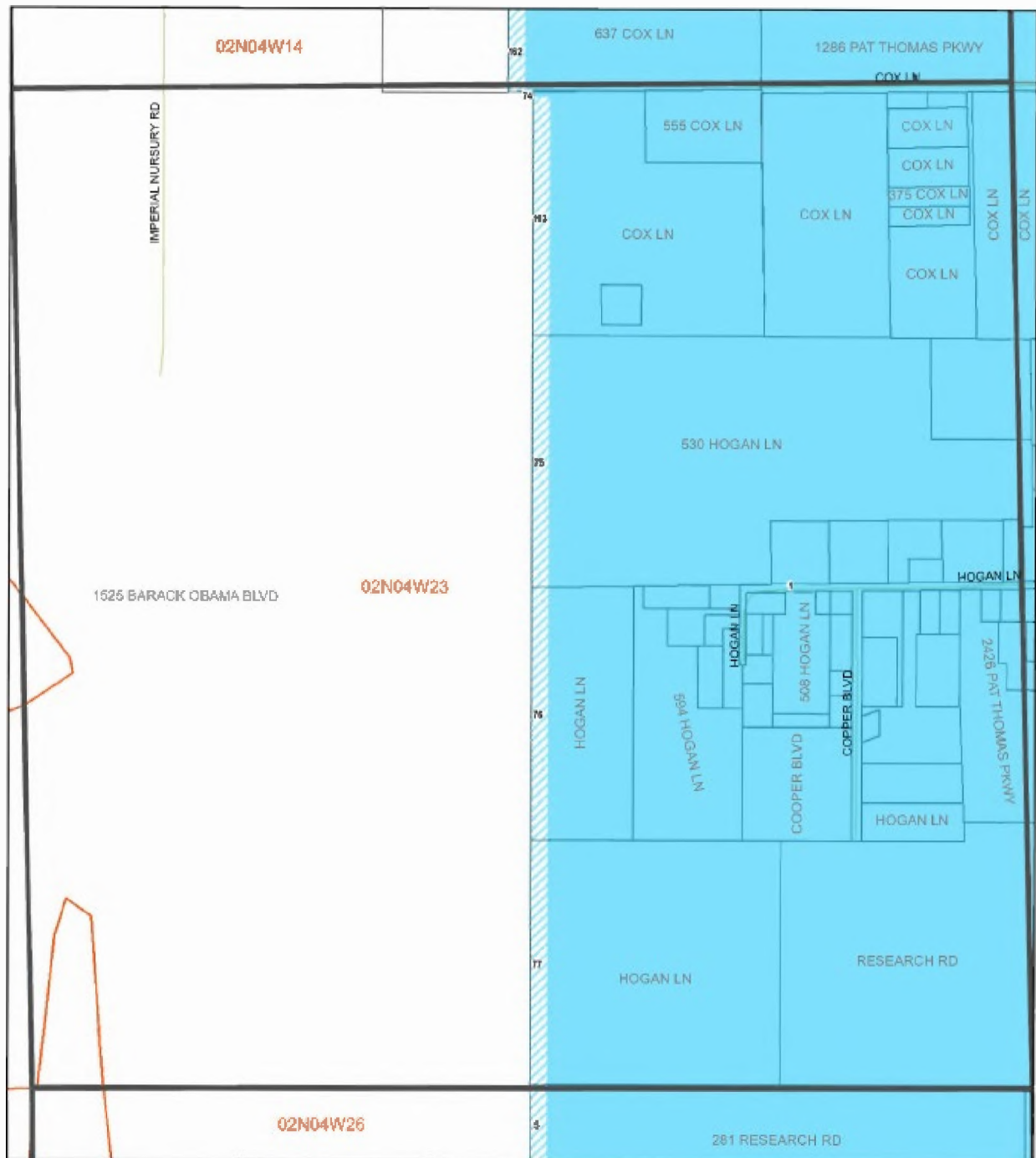


Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 15

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|  | City of Quincy Service Territory |  | Road |
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Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 17

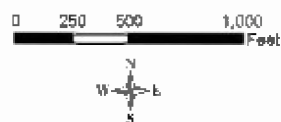
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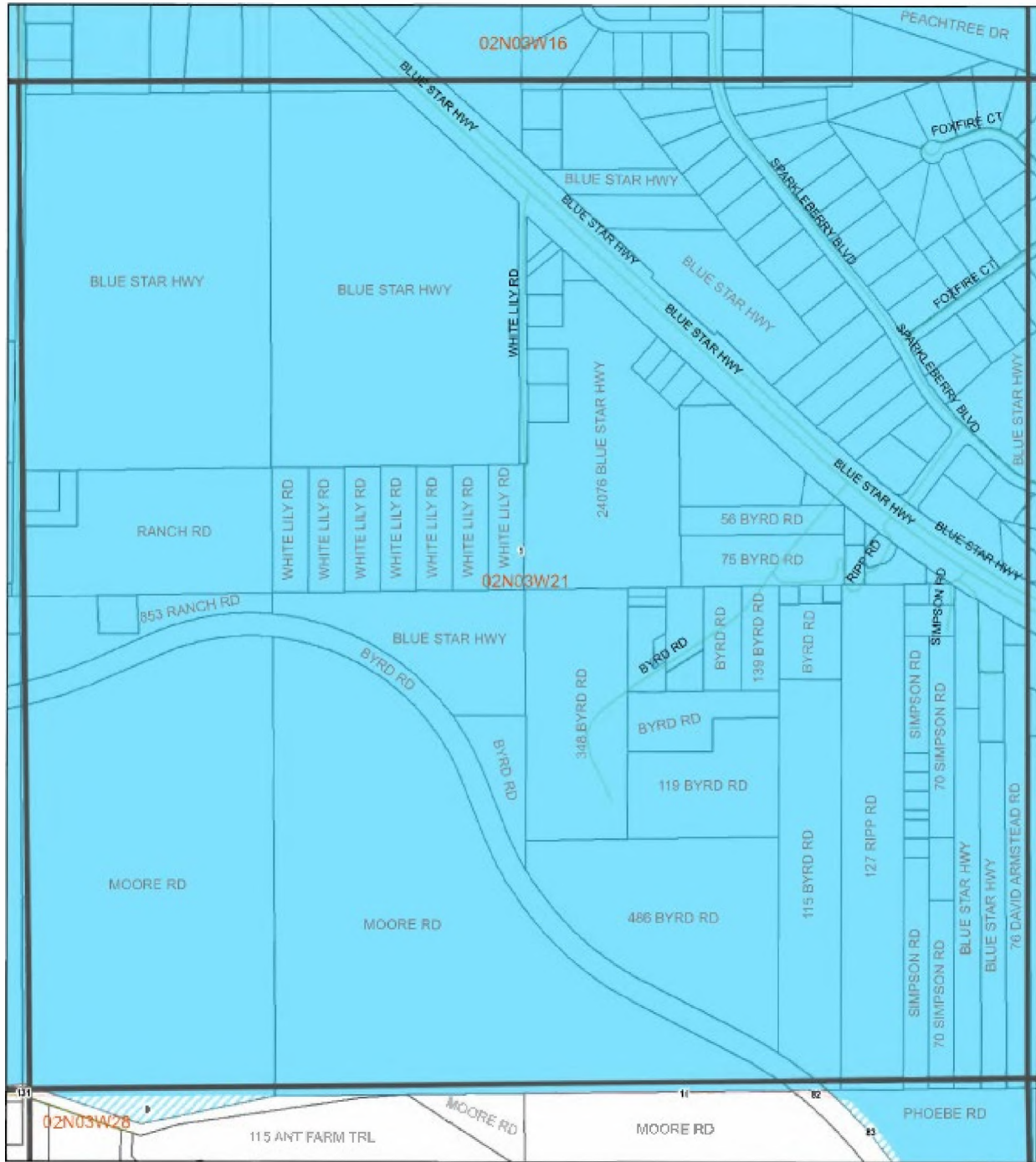
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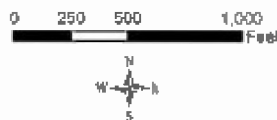
Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 18





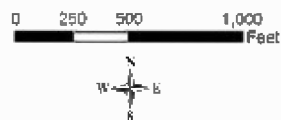
Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 19

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|  | To TEC |  | Section Boundary |
|  | To COQ |  | Parcels |
| | |  | Map Page |





Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 20





Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
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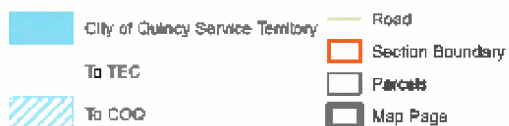
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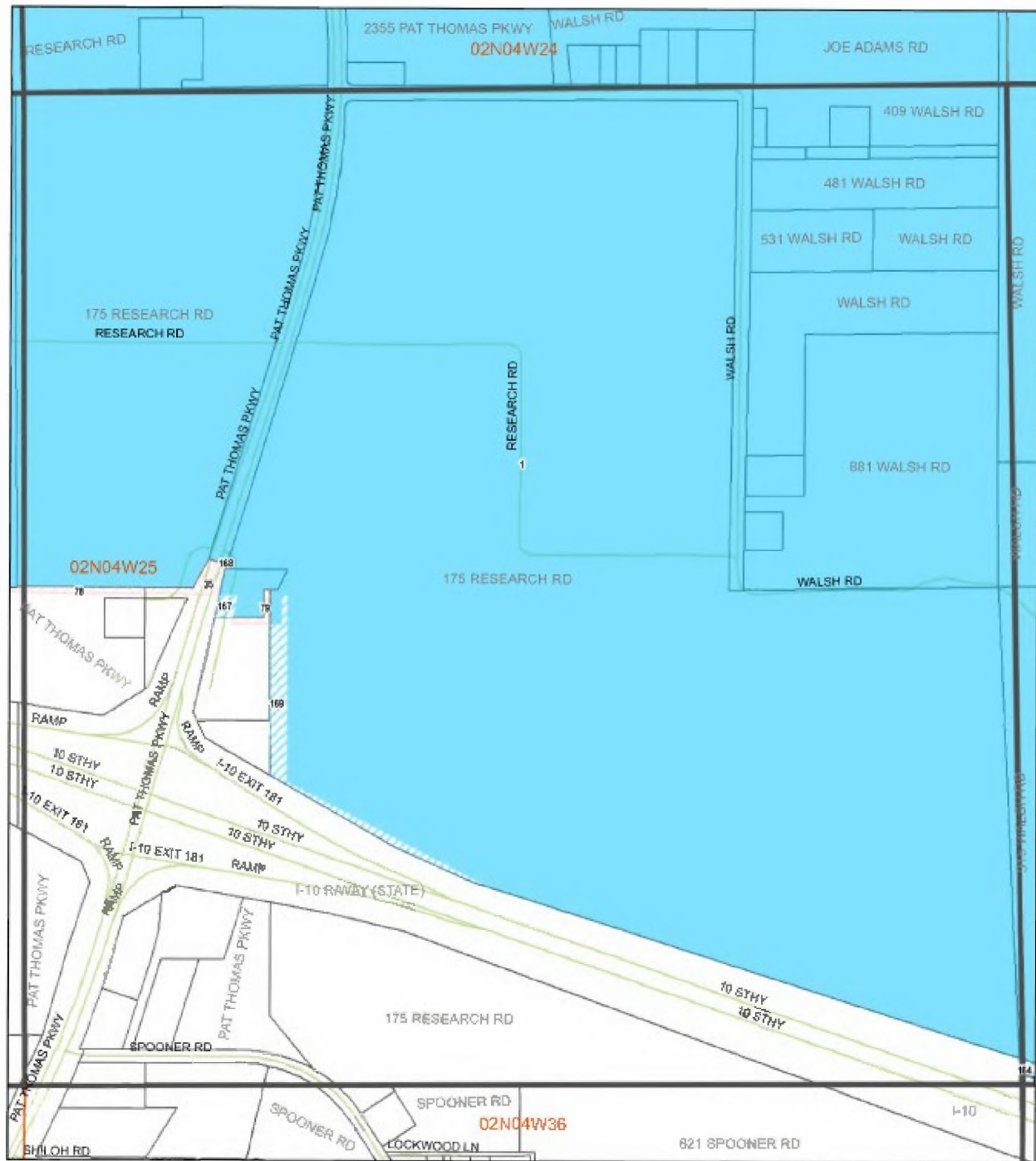


Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 22

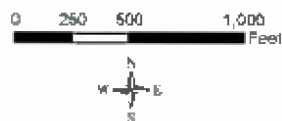


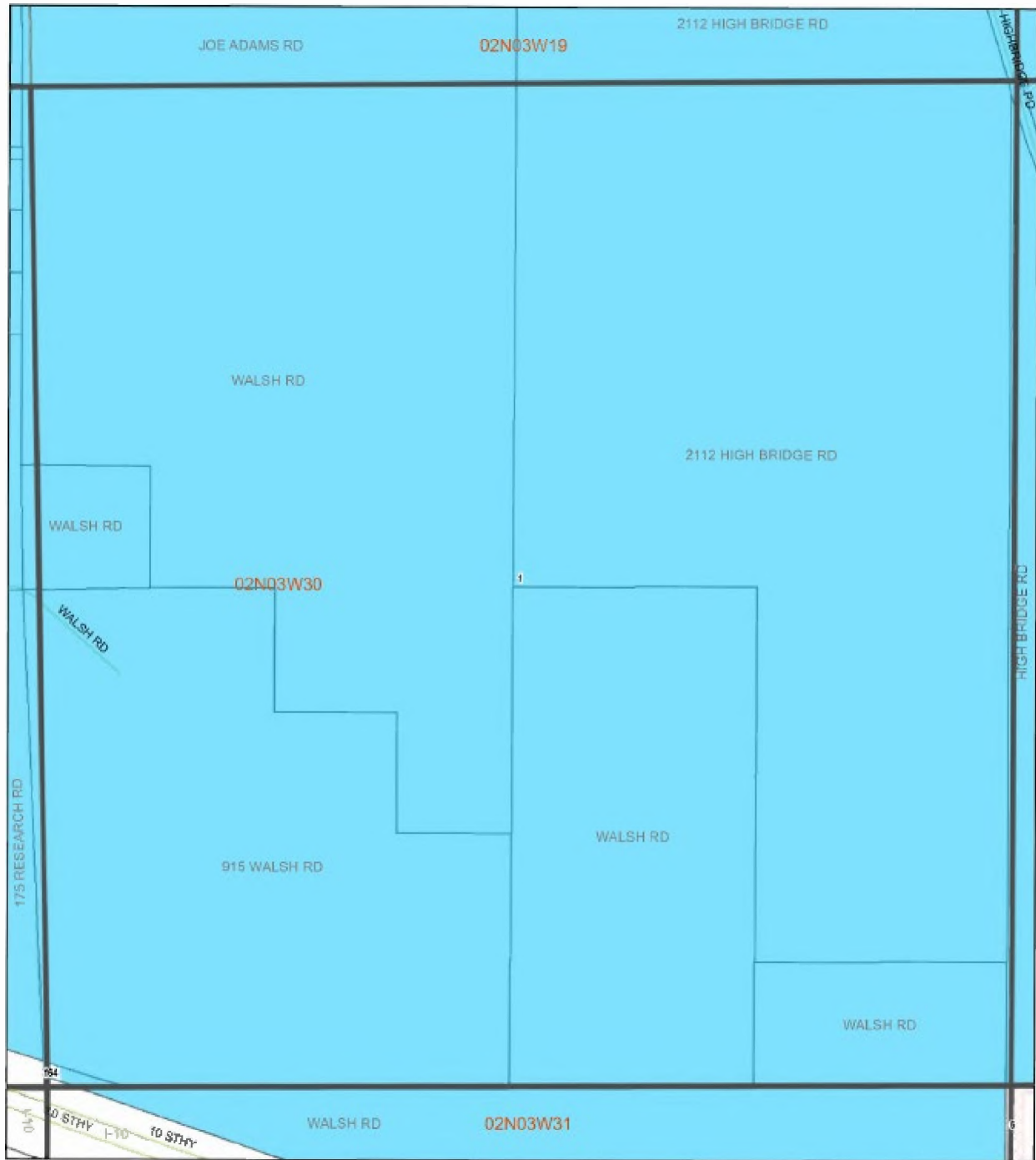
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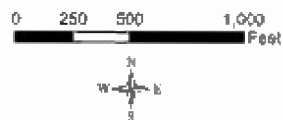


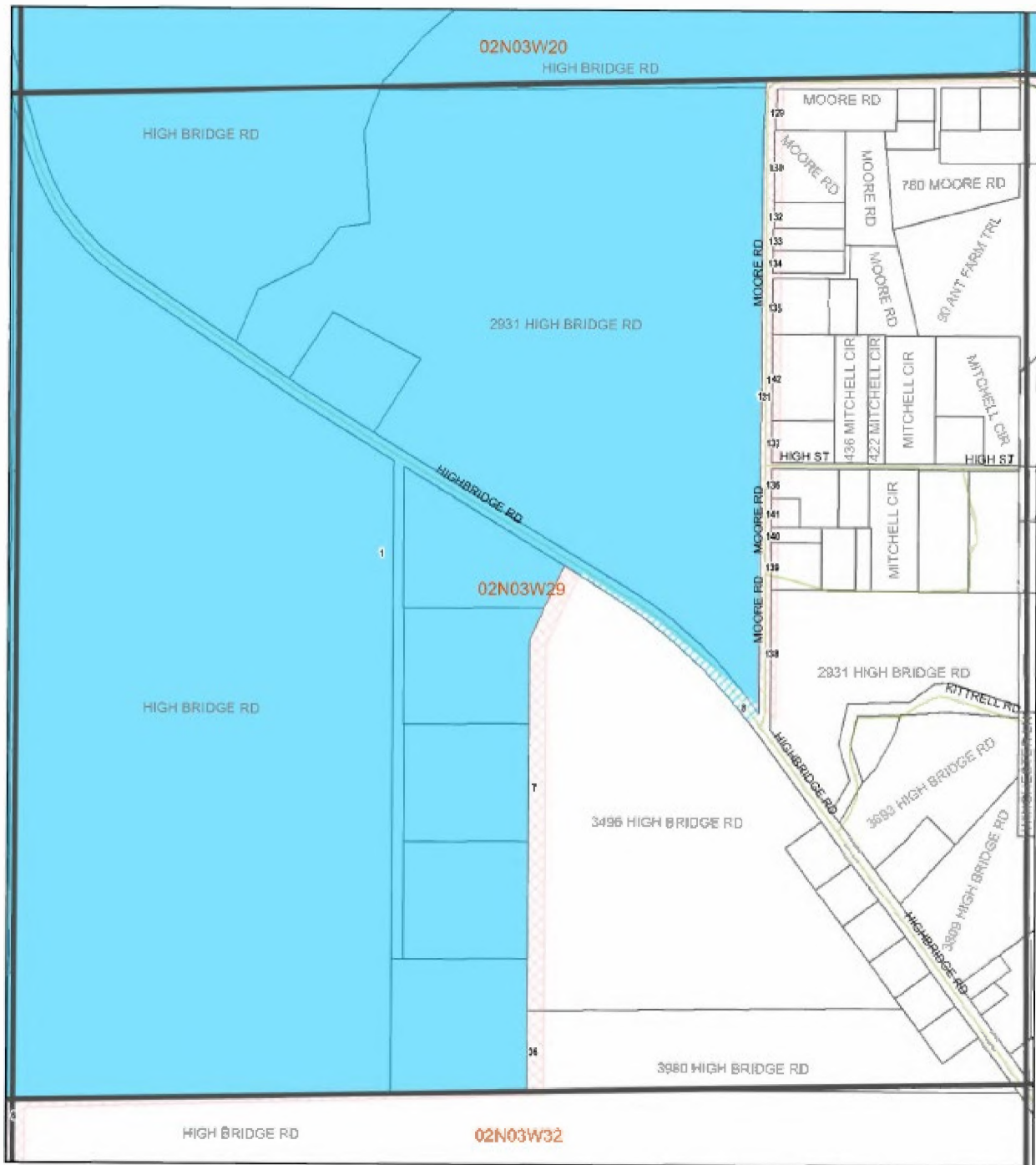
**Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 23**



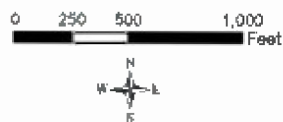


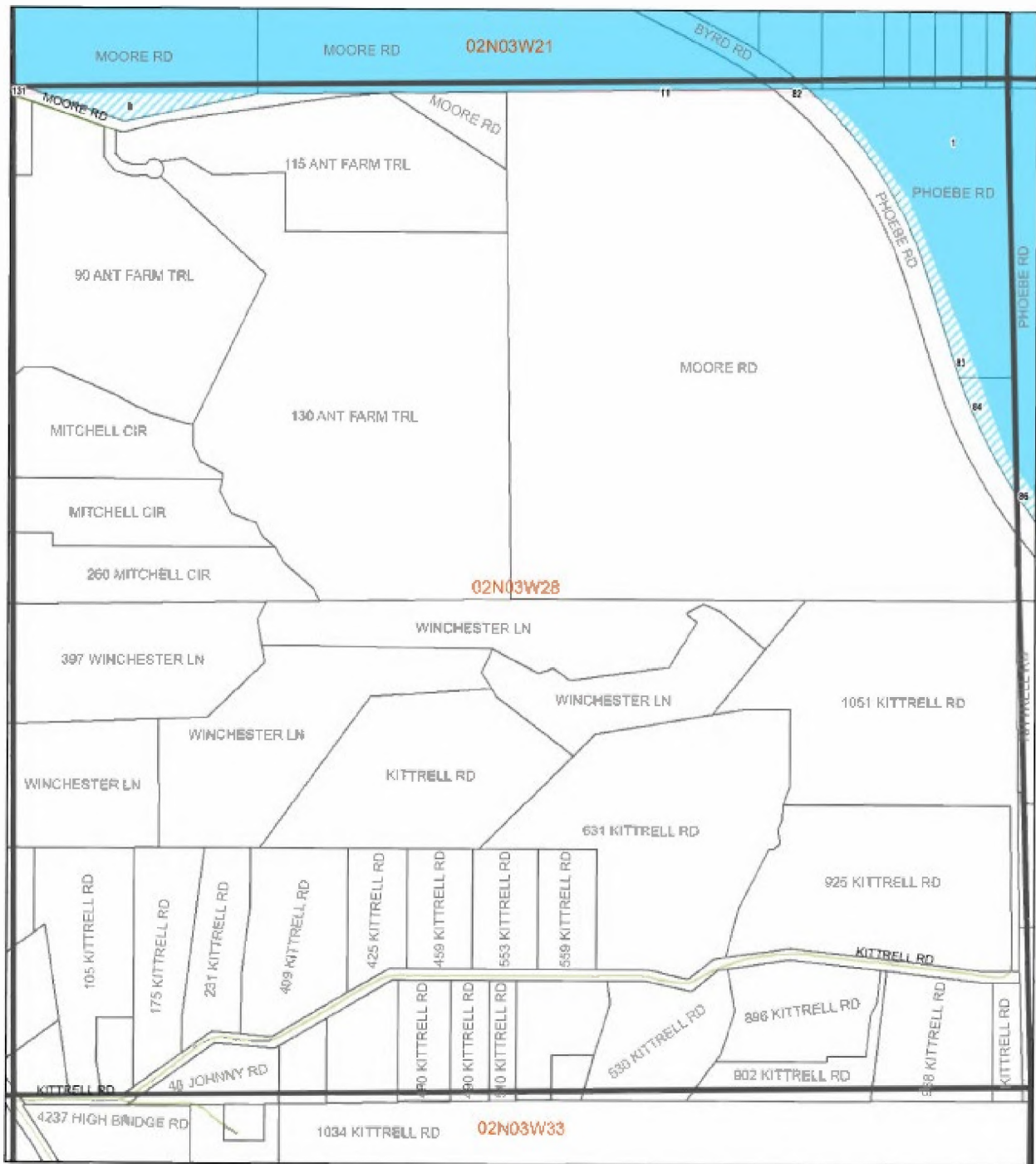
**Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 24**



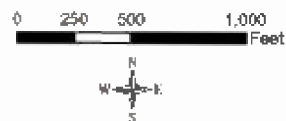


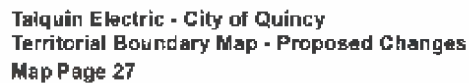
**Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 25**

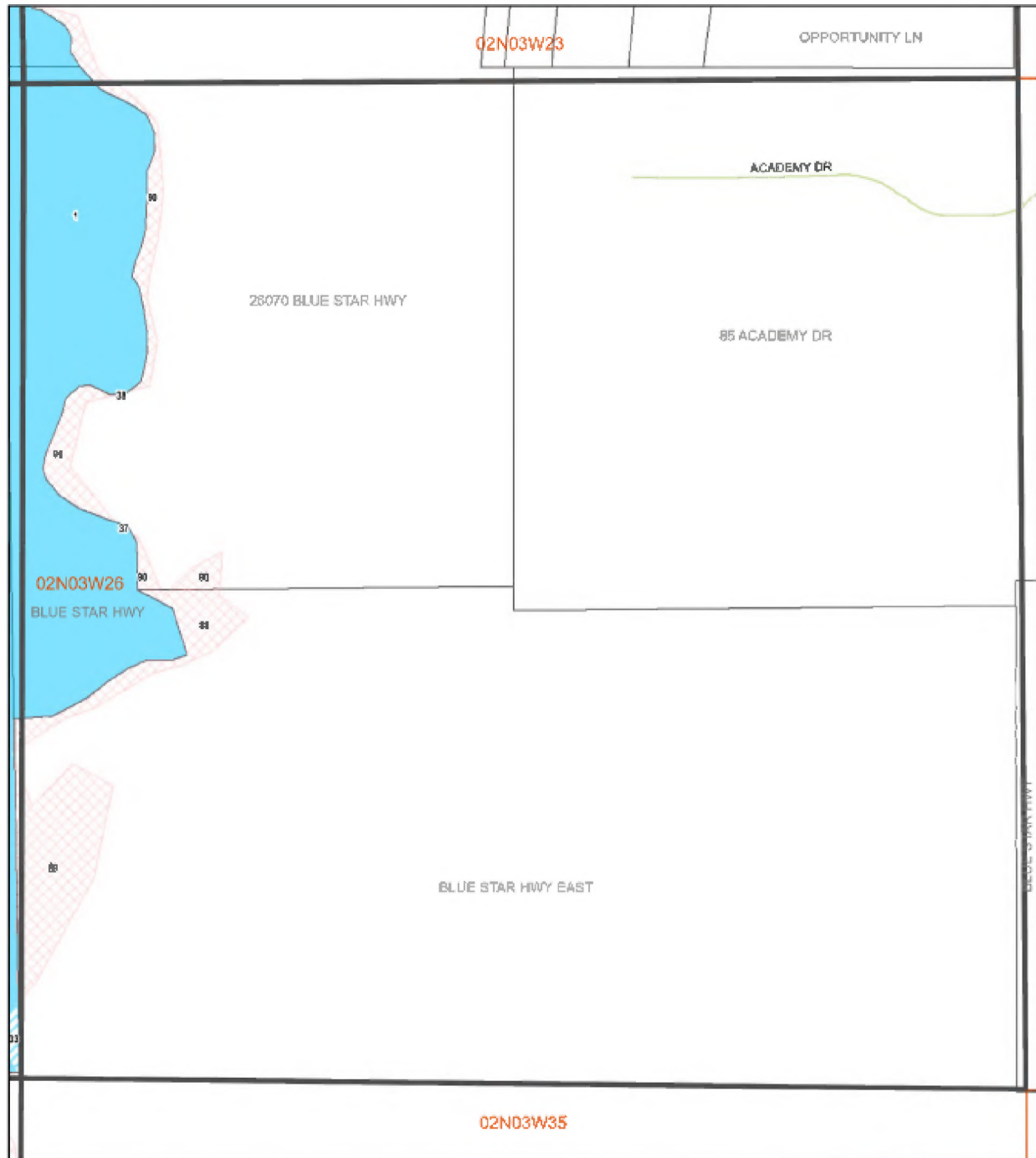




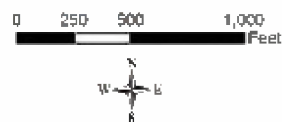
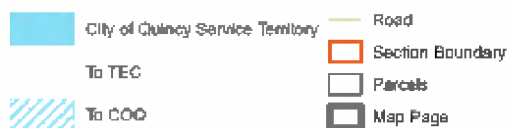
Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 26

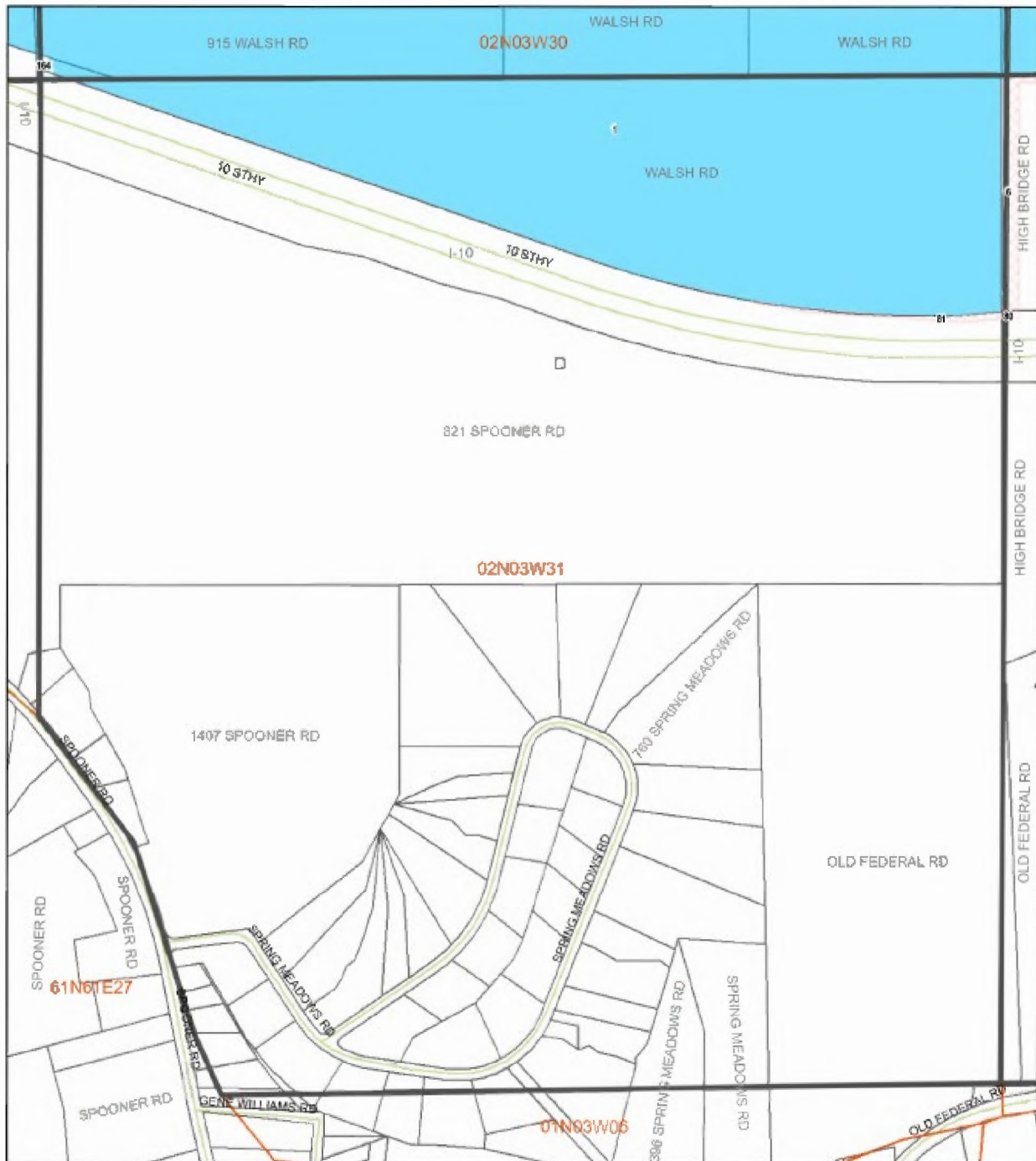




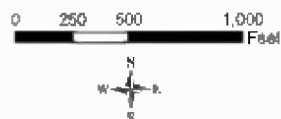


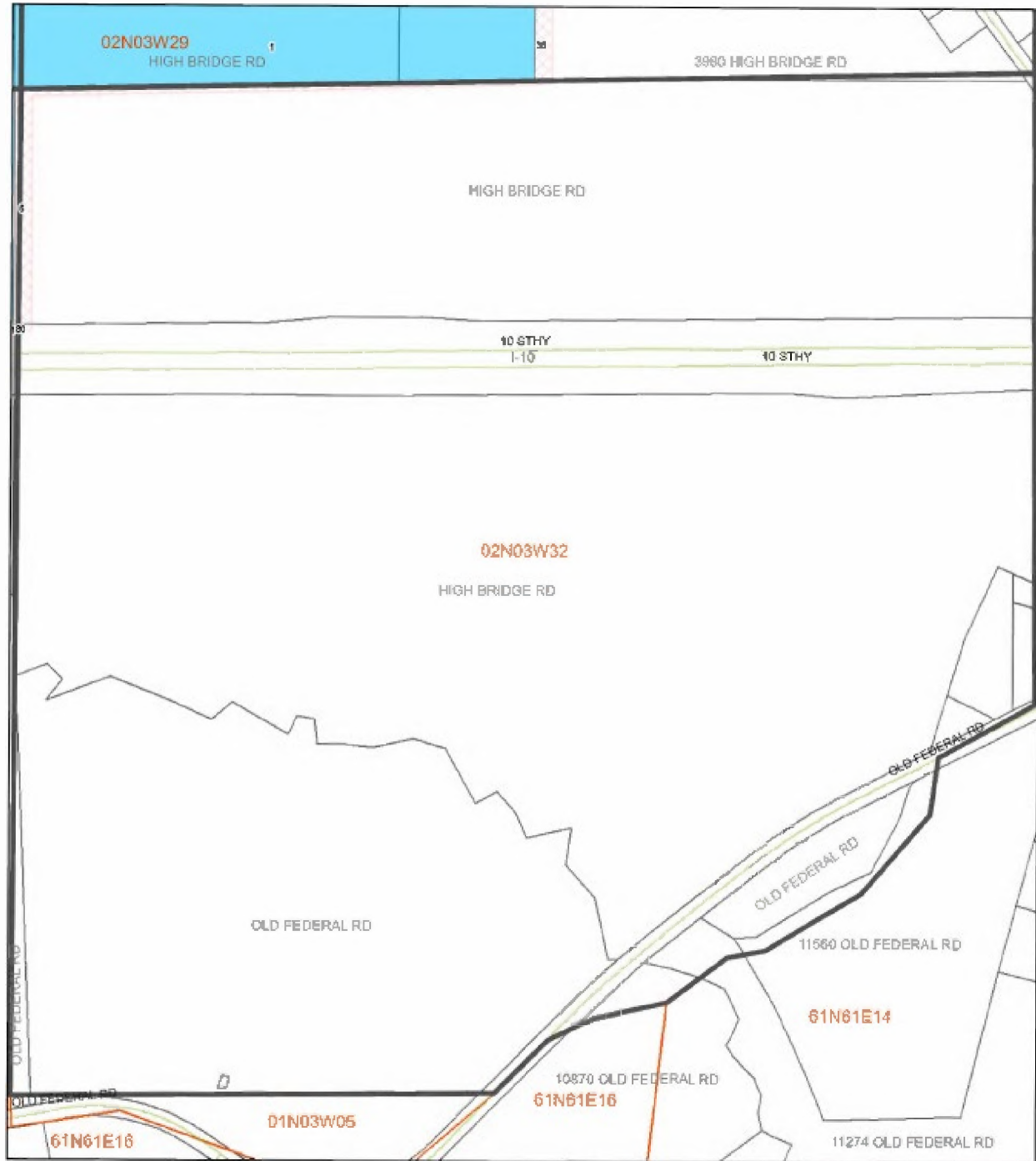
Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
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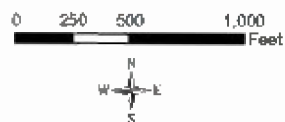


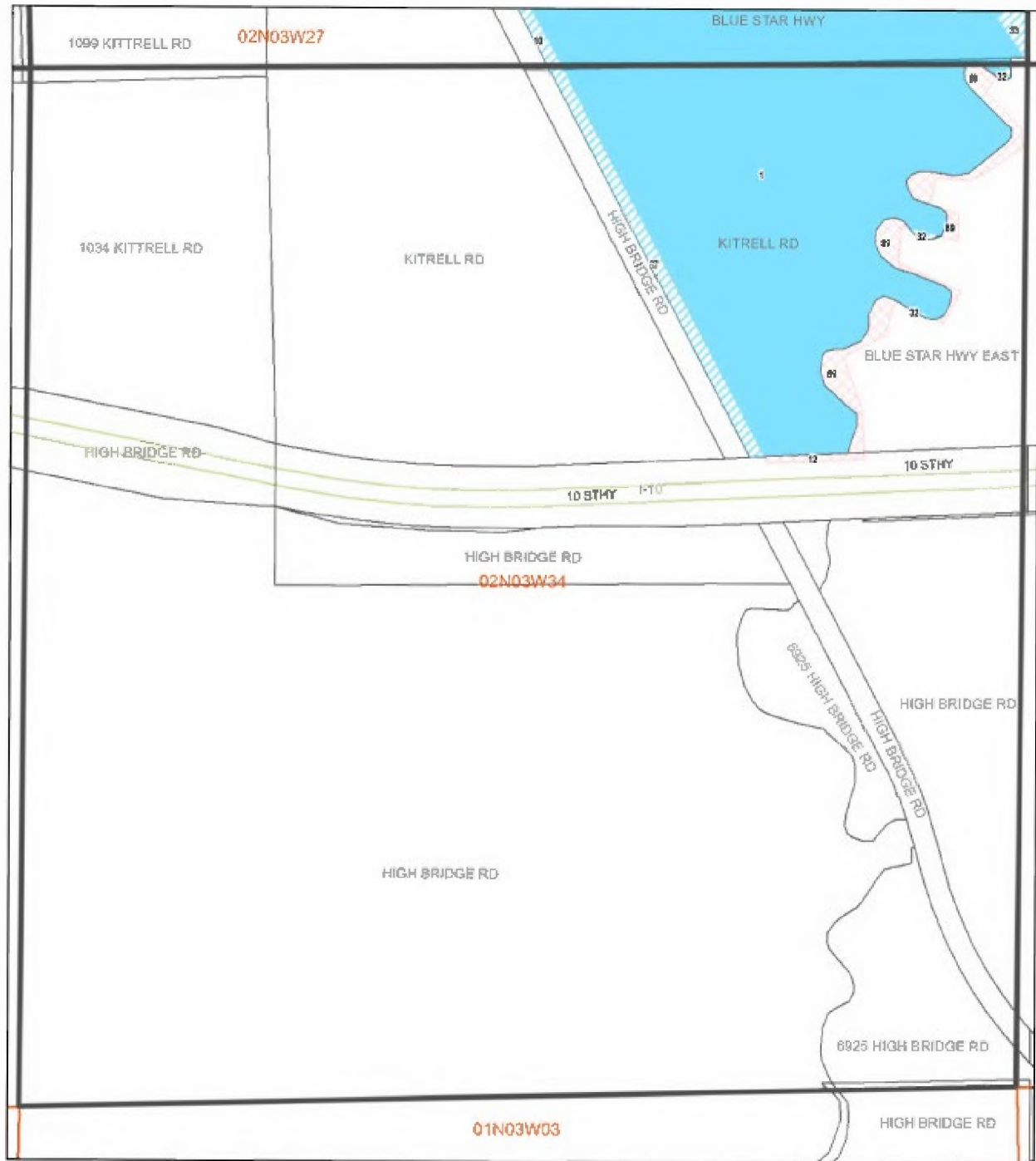
Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
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Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
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Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
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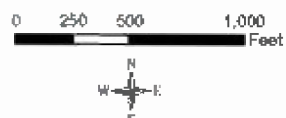
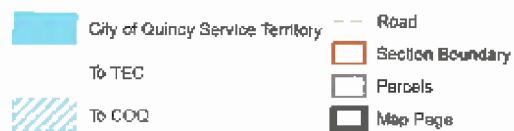


EXHIBIT B
EXTRA-TERRITORIAL CUSTOMERS CURRENTLY
SERVED BY COOPERATIVE AND SUBJECT TO TRANSFER TO CITY

	042 Atta ul us H	Residential	Gadsden	2-31-3N-3W-0000-00422-0200	Pa e 3
	042 Atta ul us II	Commercial	Gadsden	Ri ht of Wa	Pa e 3
	56 Pt Milli an Rd	Residential	Gadsden	3-04-2N-3W-0000-00144-0500	Pa c 8
	56 Pt Milli an Rd	Residential	Gadsden	3-04-2N-3W-0000-00144-0500	Pa e 8
	5 Alford St	Residential	Gadsden	3-04-2N-3W-0000-00311-0300	Pa e 8
	6 Ball Farm Rd	Residential	Gadsden	3-04-2N-3W-0000-00311-0700	Pa c 8
	43 Alford St	Residential	Gadsden	3-04-2N-3W-0000-00311-1100	Pa c 8
	272 Pt Milli an Rd	Residential	Gadsden	3-04-2N-3W-0590-00000-0100	Pa e 8
	28 Hillside Dr	Residential	Gadsden	3-04-2N-3W-0590-00000-0100	Pa e 8
	28 Hillside Dr	Residential	Gadsden	3-04-2N-3W-0590-00000-0100	Pa c 8
	52 Hillside Dr	Residential	Gadsden	3-04-2N-3W-0600-00000-0360	Pa e 8
	28 Hillside Dr	Residential	Gadsden	3-04-2N-3W-0600-00000-0390	Pa e 8
	709 Cox Ln	Residential	Gadsden	3-14-2N-4W-0000-00432-0000	Pa c 14
	755 Cox Ln	Residential	Gadsden	3-14-2N-4W-0000-00432-0000	Pa c 14
	783 Cox Ln	Residential	Gadsden	3-14-2N-4W-0000-00432-0000	Pa e 14
	637 Cox Ln	Residential	Gadsden	3-14-2N-4W-0000-00433-0000	Pa e 14
	1286 Pat Thomas Pk	Residential	Gadsden	3-13-2N-4W-0000-00331-0200	Pa e 15
18	1286 Pat Thomas Pkw	Residential	Gadsden	3-13-2N-4W-0000-00331-0210	Pa e 15
	5 Cox Ln	Residential	Gadsden	3-23-2N-4W-0000-00120-0500	Pa e 18
	55 Cox Ln	Residential	Gadsden	3-23-2N-4W-0000-00120-3400	Pa e 18
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	47 Walsh R	Residential	Gadsden	3-24-2N-4W-0000-00434-0100	Pa e 19
	03 Walsh R	Residential	Gadsden	3-24-2N-4W-0000-00434-0200	Pa e 19
	31 Walsh R	Residential	Gadsden	3-24-2N-4W-0000-00434-0200	Pa e 19
	83 Walsh R	Residential	Gadsden	3-24-2N-4W-0000-00434-0300	Pa e 19
	81 Walsh R	Residential	Gadsden	3-25-2N-4W-0000-00111-0100	Pa e 25
	81-B Walsh Rd	Residential	Gadsden	3-25-2N-4W-0000-00111-0100	Pa e 25
	25 Walsh Rd	Residential	Gadsden	3-25-2N-4W-0000-00112-0200	Pa e 25
	10 Richlander Ln	Residential	Gadsden	3-25-2N-4W-0000-00112-0500	Pa c 25
	120 Richlander Ln	Residential	Gadsden	3-25-2N-4W-0000-00112-0500	Pa e 25
	92 Richlander Ln	Residential	Gadsden	3-25-2N-4W-0000-00112-0600	Pa e 25
	15 Walsh d	Commercial	Gadsden	3-25-2N-4W-0000-00141-0100	Pa e 25
	81 Walsh d	Commercial	Gadsden	3-25-2N-4W-0000-00141-0100	Pa e 25
	81 Walsh d	Residential	Gadsden	3-25-2N-4W-0000-00141-0100	Pa e 25
	81 Walsh d	Residential	Gadsden	3-25-2N-4W-0000-00141-0100	Pa c 25
	15 Walsh Rd	Commercial	Gadsden	3-25-2N-4W-0000-00141-0100	Pa c 25
38	51 Shiloh Church Rd	Commercial	Gadsden	3-25-2N-4W-0000-00321-0100	Pa c 25
	155 Research Rd	Commercial	Gadsden	3-25-2N-4W-0000-00400-0000	Pa e 25
	Walsh Rd	Commercial	Gadsden	3-30-2N-3W-0000-00320-0000	Pa e 26
	Walsh Rd	Commercial	Gadsden	3-30-2N-3W-0000-00320-0000	Pa c 26

EXHIBIT C
SAMPLE LETTER TO EXTRA-TERRITORIAL CUSTOMERS REGARDING TRANSFER

[Date]

[Member Name]

[Address]

[City, State, Zip Code]

Re: Talquin Electric Cooperative Account No. _____

Dear Member:

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

Talquin and the City of Quincy last entered into a territorial agreement in 1995. Pursuant to the parties' 1995 agreement, your service location is within the City of Quincy's historic service territory. Over the past many years, Talquin has had the pleasure of serving customers in your area on a "temporary" basis pursuant to the terms of the 1995 agreement, with the expectation that the City of Quincy would provide permanent service to your location at a later date. In an effort to efficiently serve the customers in Gadsden County, Talquin will soon enter into a new territorial agreement with the City of Quincy that will largely maintain the same service area boundaries between the utilities established in 1995 and enable each utility to serve its customers more reliably and economically. To that end, the terms of the new territorial agreement call on the City of Quincy to provide electric service in your area; therefore, your account will be transferred to the City of Quincy as soon as practicable.

To provide you with a rate comparison, in July 2025, the [residential/commercial] rate of Talquin for 1,000 KWH was \$_____ (including a Storm Cost Recovery Surcharge). For the same month, the [residential/commercial] rate of City of Quincy for 1,000 KWH was \$_____. The rates of both utilities are subject to periodic change and may be raised or lowered in the future.

The new agreement must be approved by the Florida Public Service Commission before it can become effective, and you will have the opportunity prior to that approval to provide your comments to the Commission before making its decision. Written comments regarding this proposed territorial agreement may be sent to the Commission via U.S. Mail or E-mail at the addresses provided below (please be sure to include the docket number in your correspondence):

Office of the Commission Clerk
Re: Docket No. 20250039-EU

Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850
contact@psc.state.fl.us

If approved by the Commission, you will not need to do anything to initiate this transfer as Talquin and the City of Quincy will handle all of the arrangements on your behalf. If you have a deposit with Talquin, your deposit will be applied to your last electric bill and any surplus will be refunded directly to you. You should not experience any significant disruption of service as a result of this transfer, and you will be notified in the event that anything more than a minimal service interruption is required.

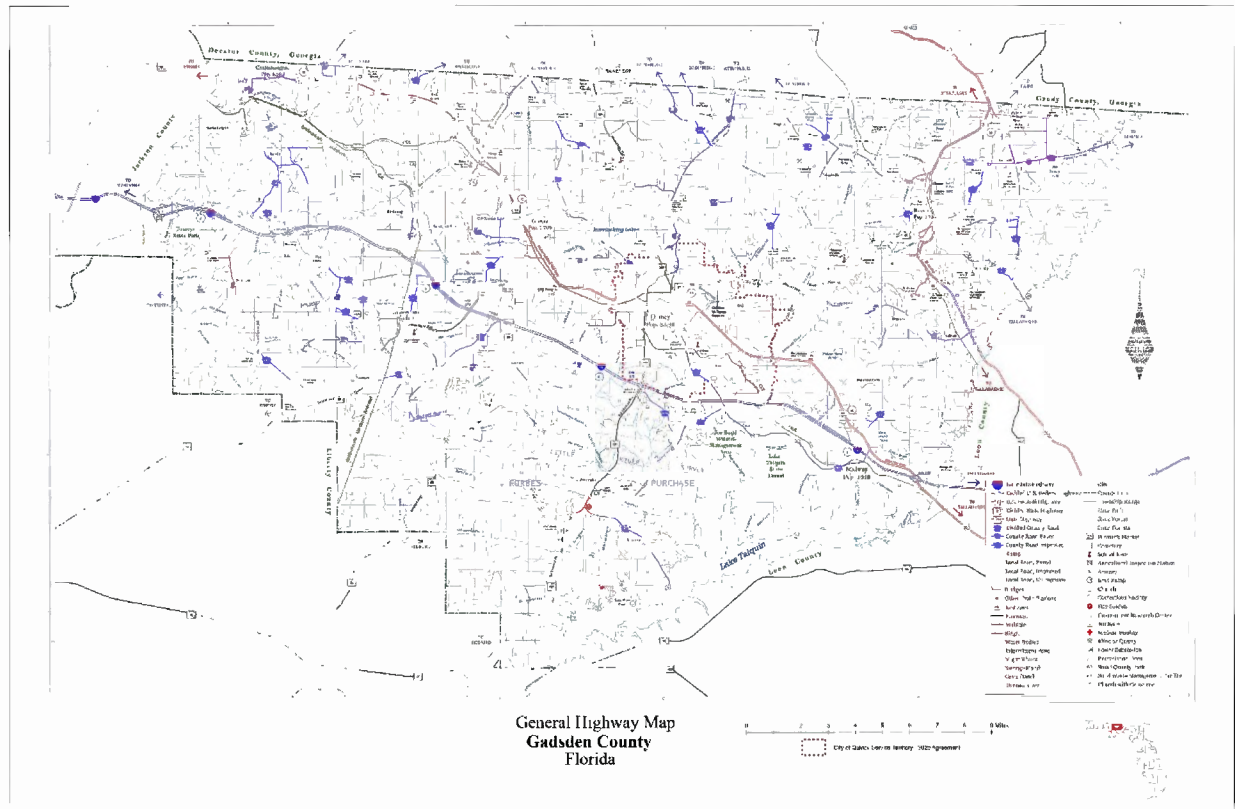
Please contact me if you have any questions or concerns about the proposed transfer of your service to the City of Quincy, or if you would like information about contacting the Commission. You can reach me by phone at (850) 627-7651 Extension 1701 or by email at Tracy.Bensley@talquinelectric.com.

Sincerely,

Tracy Bensley, General Manager
Talquin Electric Cooperative, Inc.

Exhibit “2”

**FLORIDA DEPARTMENT OF TRANSPORTATION GENERAL HIGHWAY
GADSDEN COUNTY MAP DEPICTING PARTIES’ TERRITORIAL BOUNDARIES**



Item 4

State of Florida



Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

DATE: October 23, 2025

TO: Office of Commission Clerk (Teitzman)

FROM: Office of Industry Development and Market Analysis (Wooten, Bates, Long, Nave, Pendris) ^{CH}
Division of Accounting and Finance (Gatlin, Holloway, Norris, Vogel) ^{MC}
Division of Economics (Hampson, Ward) ^{EJD}
Division of Engineering (Ellis, Sanchez) ^{TB}
Office of the General Counsel (Marquez, Stiller) ^{SPS}

RE: Docket No. 20250121-GU – Joint petition for approval of actual, estimated, and projected relocation costs and approval to establish a recovery surcharge, by Florida City Gas and Florida Public Utilities Company.

AGENDA: 11/04/25 – Regular Agenda – Tariff Suspension – Participation is at the Commission's Discretion

COMMISSIONERS ASSIGNED: All Commissioners

PREHEARING OFFICER: Administrative

CRITICAL DATES: 11/30/25 (60-Day Suspension Date)

SPECIAL INSTRUCTIONS: None

Case Background

On April 4, 2025, the Florida Public Service Commission (Commission) issued a notice of adoption of Rule 25-7.150, Florida Administrative Code (F.A.C.).¹ This rule sets forth the process and requirements for a utility to file a petition for recovery of natural gas facilities relocation costs through the annual natural gas facilities relocation cost recovery clause (NGFRCRC), as established by Section 366.99, Florida Statutes (F.S.).

¹ Order No. PSC-2025-0112-FOF-GU, issued April 4, 2025, in Docket No. 20250020-GU, *In re: Adoption of new Rule 25-7.150, F.A.C., Natural Gas Facilities Relocation Cost Recovery Clause*.

On October 1, 2025, Florida City Gas (FCG) and Florida Public Utilities Company (FPUC) filed a joint petition for approval of actual, estimated, and projected relocation costs and approval to establish a recovery surcharge, effective January 1, 2026. The petition included revisions to FCG's and FPUC's natural gas tariffs reflecting proposed terms and surcharges for each company.

The recurring docket for the NGFRCRC will be opened in January 2026. Because any new tariffs resulting from that docket will not be in effect until 2027, staff believes there will be no conflict between those tariffs and any surcharges approved for 2026 in the instant docket.

This recommendation is to suspend the proposed tariffs, thus allowing staff sufficient time to review the proposed modifications, and gather all pertinent information in order to present the Commission with an informed recommendation on the tariff proposals.

The Commission has jurisdiction over this matter pursuant to Sections 366.03, 366.04, 366.05, 366.06, and 366.99, F.S.

Discussion of Issues

Issue 1: Should FCG's and FPUC's proposed gas tariffs be suspended?

Recommendation: Yes. Staff recommends that the tariffs be suspended to allow staff sufficient time to review the petition and gather all pertinent information in order to present the Commission with an informed recommendation on the tariff proposals. (Wooten, Bates, Long, Nave, Pendris)

Staff Analysis: Staff recommends that the tariffs be suspended to allow staff sufficient time to review the petition and gather all pertinent information in order to present the Commission with an informed recommendation on the tariff proposals.

Pursuant to Section 366.06(3), F.S., the Commission may withhold consent to the operation of all or any portion of a new rate schedule, delivering to the utility requesting such a change a reason or written statement of good cause for doing so within 60 days. Staff believes that the reason stated above is a good cause consistent with the requirement of Section 366.06(3), F.S.

Issue 2: Should this docket be closed?

Recommendation: No. This docket should remain open pending the Commission's decision on the proposed tariffs. (Marquez, Stiller)

Staff Analysis: This docket should remain open pending the Commission's decision on the proposed tariffs.

Item 5

State of Florida



Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

DATE: October 23, 2025

TO: Office of Commission Clerk (Teitzman)

FROM: Division of Economics (P. Kelley, Hampson) *EJD*
Division of Accounting and Finance (Gatlin, Mason) *MC*
Division of Engineering (P. Buys, Davis) *TB*
Office of the General Counsel (Marquez, Stiller) *SPS*

RE: Docket No. 20250112-EI – Petition for approval of 2026 subsequent year adjustment, by Tampa Electric Company.

AGENDA: 11/04/25 – Regular Agenda – Tariff Filing – Interested Persons May Participate

COMMISSIONERS ASSIGNED: All Commissioners

PREHEARING OFFICER: Administrative

CRITICAL DATES: 11/04/25 (60-Day Suspension Waived until 11/04/25)

SPECIAL INSTRUCTIONS: None

Case Background

On September 4, 2025, Tampa Electric Company (TECO) filed a petition seeking approval to implement its 2026 subsequent year adjustment (SYA). The Florida Public Service Commission (Commission) approved the 2026 SYA in its final order addressing TECO's request for base rate increase, Order No. PSC-2025-0038-FOF-EI (Rate Case Order).¹ Pages 151–169 of the Rate Case Order discuss the 2026 SYA, including the specific projects and their associated incremental operating and maintenance (O&M) expense, depreciation expense, and investment

¹ Order No. PSC-2025-0038-FOF-EI, issued February 3, 2025, in Docket No. 20240026-EI, *In re: Petition for rate increase by Tampa Electric Company*.

tax credit amortization. Based on Commission-approved adjustments to each of the projects, the total approved 2026 SYA revenue requirement was \$86,627,795.²

The Rate Case Order further required TECO to file its proposed 2026 SYA rates for approval in September 2025, with rates effective the first billing cycle of January 2026. In addition, the Rate Case Order required TECO to verify the in-service dates of all projects and use the then-current billing determinates.

On June 11, 2025, the Commission granted in part and denied in part the Office of Public Counsel's Motions for Reconsideration and Clarification of the Rate Case Order by Order No. PSC-2025-0203-FOF-EI (Reconsideration Order).³ There the Commission agreed that inadvertent errors in the underlying calculations of the revenue requirement should be corrected, resulting in a revenue requirement increase of \$1.1 million.⁴ After accounting for the original balance from the Rate Case Order, this meant that the total 2026 SYA revenue requirement was now \$87,727,795.

Pursuant to Section 366.06(3), Florida Statutes (F.S.), the Commission may withhold consent to any portion of new rate schedules for good cause shown provided such notice is given within 60 days. On September 15, 2025, TECO waived the 60-day suspension deadline until the November 4, 2025 Agenda Conference. Staff issued one data request during the evaluation of the petition, with responses filed by TECO on October 3, 2025. Attachment A to the recommendation contains the proposed legislative tariff sheets that would implement the 2026 SYA. The Commission has jurisdiction over this matter pursuant to Sections 366.05(1)(e), 366.06 and 366.076, F.S.

² *Ibid.* at 167.

³ Order No. PSC-2025-0203-FOF-EI, issued June 11, 2025, in Docket No. 20240026-EI, *In re: Petition for rate increase by Tampa Electric Company*.

⁴ *Ibid.* at 15–17.

Date: October 23, 2025

Discussion of Issues

Issue 1: Should the Commission approve TECO's proposed rates and associated tariffs to implement its 2026 subsequent year adjustment?

Recommendation: Yes. The Commission should approve TECO's proposed rates and associated tariffs to implement its 2026 SYA, because the project timelines, rates, and associated tariffs are consistent with the Commission's prior decision in the Rate Case Order. The rates have been calculated to recover a total 2026 SYA revenue requirement of \$87,727,795 as previously approved by the Commission and as presented in Exhibit 1 of TECO's petition. Consistent with the Rate Case Order, the associated tariffs, included as Attachment A to this recommendation, should become effective with the first billing cycle of January 2026. (P. Kelley)

Staff Analysis: The Polk 1 Flexibility, Energy Storage, Corporate Headquarters, Bearss Operations Center, South Tampa Resilience, GRR (PLTE Spectrum), and Cottonmouth and Long Branch Solar Projects went into service in 2025 or are expected to be in-service by the end of 2025. Two Polk Fuel Diversity Project unit upgrades are expected to be in-service in 2026. TECO submitted sworn affidavits in support thereof. Additionally, staff conducted discovery on the in-service dates estimated for the projects. TECO provided additional detail regarding the original in-service dates, the Commission-ordered in-service dates, most recent anticipated in-service dates, clarification, and an explanation for any adjustments to the projects. All relevant projects appear on track to meet the timeframes contained in the Rate Case Order.

TECO's petition included the proposed tariff sheets, the allocation of the revenue increase to the various rate classes, and calculations showing the revenue from the sale of electricity by rate schedule under current and proposed rates. Staff conducted discovery on the underlying rate calculations. Consistent with the Rate Case Order and the Reconsideration Order, the total amount to be collected through the 2026 SYA is \$87,727,795. Exhibit 1 of TECO's petition presents a calculation of this amount. Also, consistent with the Rate Case Order, TECO used the most recent billing determinants, which were also used for TECO's cost recovery clause projection filings, to calculate the 2026 SYA base rates.

The base rate portion of a monthly residential electric bill for 1,000 kilowatt-hours would increase from the current \$97.47 to \$102.98, which is an increase of \$5.51. TECO stated it would provide notice of the proposed rate increase with its December bills.

Conclusion

The Commission should approve TECO's proposed rates and associated tariffs to implement the 2026 SYA because the project timelines, rates, and associated tariffs are consistent the Commission's prior decision in the Rate Case Order. The rates have been calculated to recover a total 2026 SYA revenue requirement of \$87,727,795 as previously approved by the Commission and as presented in Exhibit 1 of TECO's petition. Consistent with the Rate Case Order, the associated tariffs, included as Attachment A to this recommendation, should become effective with the first billing cycle of January 2026.

Date: October 23, 2025

Issue 2: Should this docket be closed?

Recommendation: If Issue 1 is approved and a protest is filed within 21 days of the issuance of the Order by a person whose substantial interests are affected, the tariff should remain in effect, with any incremental revenues held subject to refund, pending resolution of the protest. If no timely protest is filed, this docket should be closed upon the issuance of a Consummating Order. (Marquez, Stiller)

Staff Analysis: If Issue 1 is approved and a protest is filed within 21 days of the issuance of the Order by a person whose substantial interests are affected, the tariff should remain in effect, with any incremental revenues held subject to refund, pending resolution of the protest. If no timely protest is filed, this docket should be closed upon the issuance of a Consummating Order.



THIRTY-~~THIRD~~-FOURTH REVISED SHEET NO. 6.030
CANCELS THIRTY-~~SECOND~~-THIRD REVISED SHEET NO.
6.030

RESIDENTIAL SERVICE

SCHEDULE: RS

AVAILABLE: Entire service area.

APPLICABLE: To residential consumers in individually metered private residences, apartment units, and duplex units. All energy must be for domestic purposes and should not be shared with or sold to others. In addition, energy used in commonly-owned facilities in condominium and cooperative apartment buildings will qualify for this rate schedule, subject to the following criteria:

1. 100% of the energy is used exclusively for the co-owners' benefit.
2. None of the energy is used in any endeavor which sells or rents a commodity or provides service for a fee.
3. Each point of delivery will be separately metered and billed.
4. A responsible legal entity is established as the customer to whom the Company can render its bills for said service.

Resale not permitted.

Billing charges shall be prorated for billing periods that are less than 25 days or greater than 35 days. If the billing period exceeds 35 days and the billing extension causes energy consumption, based on average daily usage, to exceed 1,000 kWh, the excess consumption will be charged at the lower monthly Energy and Demand Charge.

LIMITATION OF SERVICE: This schedule includes service to single phase motors rated up to 7.5 HP. Three phase service may be provided where available for motors rated 7.5 HP and over.

RATES:

Basic Service Charge:

\$ 0.~~43~~45 per day.

Energy and Demand Charge:

First 1,000 kWh	8. 457 <u>948</u> ¢ per kWh
All additional kWh	9. 457 <u>948</u> ¢ per kWh

MINIMUM CHARGE: The Basic Service Charge.

FUEL CHARGE: See Sheet Nos. 6.020 and 6.022.

Continued to Sheet No. 6.031

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: ~~January 1, 2025~~



THIRTY-~~FOURTH~~-FIFTH REVISED SHEET NO. 6.050
CANCELS THIRTY-~~THIRD~~-~~FOURTH~~ REVISED SHEET NO.
6.050

GENERAL SERVICE - NON DEMAND

SCHEDULE: GS

AVAILABLE: Entire service area.

APPLICABLE: For lighting and power in establishments not classified as residential whose energy consumption has not exceeded 9,000 kWh in any one of the prior twelve (12) consecutive billing periods ending with the current billing period. For any billing period that exceeds 35 days, the energy consumption shall be prorated to that of a 30-day amount for purposes of administering this requirement. Resale not permitted.

CHARACTER OF SERVICE: Single or 3 phase, 60 cycles and approximately 120 volts or higher, at Company's option.

LIMITATION OF SERVICE: All service under this rate shall be furnished through one meter. Standby service permitted on Schedule GST only.

RATES:

Basic Service Charge:

Metered accounts	\$0. 6366 per day
Un-metered accounts	\$0. 3537 per day

Energy and Demand Charge:

8.~~247668~~ ¢ per kWh

MINIMUM CHARGE: The Basic Service Charge.

EMERGENCY RELAY POWER SUPPLY CHARGE: The monthly charge for emergency relay power supply service shall be 0.~~243-256~~ ¢ per kWh of billing energy. This charge is in addition to the compensation the customer must make to the Company as a contribution-in-aid of construction.

Continued to Sheet No. 6.051

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: ~~January 1, 2025~~



THIRTY-~~THIRD~~-~~FOURTH~~ REVISED SHEET NO. 6.080
CANCELS THIRTY-~~SECOND~~-~~THIRD~~ REVISED SHEET NO. 6.080

GENERAL SERVICE - DEMAND

SCHEDULE: GSD

AVAILABLE: Entire service area.

APPLICABLE: To any customer whose energy consumption has exceeded 9,000 kWh in any one of the prior twelve (12) consecutive billing periods ending with the current billing period. Also available to customers with energy consumption at any level below 9,000 kWh per billing period who agree to remain on this rate for at least twelve (12) months. For any billing period that exceeds 35 days, the energy consumption shall be prorated to that of a 30-day amount for purposes of administering this requirement. Resale not permitted.

CHARACTER OF SERVICE: A-C; 60 cycles; 3 phase; at any standard Company voltage.

LIMITATION OF SERVICE: Standby service is permitted only for customers who generate less than 20% of their on-site load requirements or whose generating equipment is used for emergency purposes.

RATES:

STANDARD

Basic Service Charge:

Secondary Metering Voltage \$ 1.~~06~~12 per day
Primary Metering Voltage ~~\$44.54~~12.17 per day
Subtrans. Metering Voltage ~~\$35.23~~37.16 per day

Demand Charge:

~~\$48.07~~19.06 per kW of billing demand

Energy Charge:

~~0.77~~3815 ¢ per kWh

OPTIONAL

Basic Service Charge:

Secondary Metering Voltage \$ 1.~~06~~12 per day
Primary Metering Voltage ~~\$44.54~~12.17 per day
Subtrans. Metering Voltage ~~\$35.23~~37.16 per day

Demand Charge:

\$0.00 per kW of billing demand

Energy Charge:

~~7.79~~98.226 ¢ per kWh

The customer may select either standard or optional. Once an option is selected, the customer must remain on that option for twelve (12) consecutive months.

Continued to Sheet No. 6.081

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: ~~January 1, 2025~~



TWENTY-~~EIGHTH-NINTH~~ REVISED SHEET NO. 6.081
CANCELS TWENTY-~~SEVENTH-EIGHTH~~ REVISED SHEET
NO. 6.081

Continued from Sheet No. 6.080

BILLING DEMAND: The highest measured 30-minute interval kW demand during the billing period.

MINIMUM CHARGE: The Basic Service Charge and any Minimum Charge associated with optional riders.

TEMPORARY DISCONTINUANCE OF SERVICE: Where the use of energy is seasonal or intermittent, no adjustments will be made for a temporary discontinuance of service. Any customer prior to resuming service within 12 months after such service was discontinued will be required to pay all charges which would have been billed if service had not been discontinued.

METERING VOLTAGE ADJUSTMENT: When the customer takes energy metered at primary voltage, a discount of 1% will apply to the Demand Charge, Energy Charge, Delivery Voltage Credit, and Emergency Relay Power Supply Charge.

When the customer takes energy metered at subtransmission or higher voltage, a discount of 2% will apply to the Demand Charge, Energy Charge, Delivery Voltage Credit, and Emergency Relay Power Supply Charge.

DELIVERY VOLTAGE CREDIT: When a customer under the standard rate takes service at primary voltage, a discount of \$1.~~35-42~~ per kW of billing demand will apply. A discount of \$5.~~59-90~~ per kW of billing demand will apply when a customer under the standard rate takes service at subtransmission or higher voltage.

When a customer under the optional rate takes service at primary voltage, a discount of 0.~~346365~~¢ per kWh will apply. A discount of 1.~~434509~~¢ per kWh will apply when a customer under the optional rate takes service at subtransmission or higher voltage.

Continued to Sheet No. 6.082

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: ~~January 1, 2025~~



SEVENTEENTH-~~EIGHTEENTH~~ REVISED SHEET NO. 6.082
CANCELS ~~SIXTEENTH-SEVENTEENTH~~ REVISED SHEET NO. 6.082

Continued from Sheet No. 6.081

EMERGENCY RELAY POWER SUPPLY CHARGE: The monthly charge for emergency relay power supply service shall be ~~96¢~~**\$1.01** per kW of billing demand for customers taking service under the standard rate and ~~0.243256¢~~ for customer taking service under the optional rate. This charge is in addition to the compensation the customer must make to the Company as a contribution-in-aid of construction.

FUEL CHARGE: See Sheet Nos. 6.020 and 6.022.

ENERGY CONSERVATION RECOVERY CHARGE: See Sheet Nos. 6.021 and 6.022.

CAPACITY RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.022.

CLEAN ENERGY TRANSITION MECHANISM: See Sheet Nos. 6.023 and 6.025.

ENVIRONMENTAL RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.022.

FLORIDA GROSS RECEIPTS TAX: See Sheet No. 6.023.

FRANCHISE FEE CHARGE: See Sheet No. 6.023.

PAYMENT OF BILLS: See Sheet No. 6.023.

STORM SURCHARGE: See Sheet No. 6.024.

STORM PROTECTION PLAN RECOVERY CHARGE: See Sheet Nos. 6.021 and 6.023

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: ~~March 1, 2025~~



FOURTEENTH-FIFTEENTH REVISED SHEET NO. 6.140
CANCELS ~~THIRTEENTH-FOURTEENTH~~ REVISED SHEET
NO. 6.140

GENERAL SERVICE - LARGE DEMAND
PRIMARY

SCHEDULE: GSLDPR

AVAILABLE: Entire Service Area.

APPLICABLE: To all primary voltage served customers with a registered demand of 1000 kW or above once in the last 12 months. Customer must take service at the primary voltage level. Once a customer has gone (12) consecutive months of less than 1000 kW registered demand the customer will then be billed under the rate schedule GSD. For any billing period that exceeds 35 days, the energy consumption shall be prorated to that of a 30-day amount for the purposes of administering this requirement. Resale not permitted.

CHARACTER OF SERVICE: A-C; 60 cycles; 3 phase, at primary voltage.

LIMITATION OF SERVICE: Standby service is permitted only for customers who generate less than 20% of their on-site load requirements or whose generating equipment is used for emergency purposes.

RATES:

Daily Basic Service Charge: \$ ~~20.89~~22.03 per day

Demand Charge: \$ ~~43.41~~44.14 per kW of billing demand

Energy Charge: 1.1~~05~~66¢ per kWh

Continued to Sheet No. 6.145

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: ~~January 1,~~ 2025



FOURTH FIFTH REVISED SHEET NO. 6.145
CANCELS THIRD FOURTH REVISED SHEET NO. 6.145

Continued from Sheet No. 6.140

BILLING DEMAND: The highest measured 30-minute interval kW demand during the month.

MINIMUM CHARGE: The Daily Basic Service Charge and any Minimum Charge associated with optional riders.

TEMPORARY DISCONTINUANCE OF SERVICE: Where the use of energy is seasonal or intermittent, no adjustments will be made for a temporary discontinuance of service. Any customer prior to resuming service within 12 months after such service was discontinued will be required to pay all charges which would have been billed if service had not been discontinued.

METERING VOLTAGE ADJUSTMENT: When the customer takes energy metered at subtransmission or higher voltage, a discount of 1% will apply to the Demand Charge, Energy Charge, Power Factor billing and Emergency Relay Power Supply Charge.

POWER FACTOR: Power factor will be calculated for customers with measured demands of 1,000 kW in any billing period out of twelve (12) consecutive billing periods ending with the current billing period. When the average power factor during the month is less than 85%, the monthly bill will be increased ~~0.203214¢~~ for each kVARh by which the reactive energy numerically exceeds 0.619744 times the billing energy. When the average power factor during the month is greater than 90%, the monthly bill will be decreased ~~0.402108¢~~ for each kVARh by which the reactive energy is numerically less than 0.484322 times the billing energy.

EMERGENCY RELAY POWER SUPPLY CHARGE: The monthly charge for emergency relay power supply service shall be ~~96¢~~ **\$1.01** per kW of registered demand. This charge is in addition to the compensation the customer must make to the Company as a contribution-in-aid of construction.

FUEL CHARGE: See Nos. 6.020 and 6.022

ENERGY CONSERVATION RECOVERY CHARGE: See Sheet Nos. 6.021 and 6.022.

CAPACITY RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.022.

CLEAN ENERGY TRANSITION MECHANISM: See Sheet Nos. 6.023 and 6.025.

ENVIRONMENTAL RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.022.

FLORIDA GROSS RECEIPTS TAX: See Sheet No. 6.023.

FRANCHISE FEE CHARGE: See Sheet No. 6.023.

PAYMENT OF BILLS: See Sheet No. 6.023.

STORM SURCHARGE: See Sheet No. 6.024.

STORM PROTECTION PLAN RECOVERY CHARGE: See Sheet Nos. 6.021 and 6.023.

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: ~~March 1, 2025~~



FOURTH-FIFTH REVISED SHEET NO. 6.160
CANCELS ~~THIRD-FOURTH~~ REVISED SHEET NO. 6.160

GENERAL SERVICE - LARGE DEMAND
SUBTRANSMISSION

SCHEDULE: GSLDSU

AVAILABLE: Entire Service Area.

APPLICABLE: To all subtransmission voltage served customers with a registered demand of 1000 kW or above once in the last 12 months. Customer must take service at the subtransmission voltage level. Once a customer has gone (12) consecutive months of less than 1000 kW registered demand the customer will then be billed under the rate schedule GSD. For any billing period that exceeds 35 days, the energy consumption shall be prorated to that of a 30-day amount for the purposes of administering this requirement. Resale not permitted

CHARACTER OF SERVICE: A-C; 60 cycles; 3 phase, at subtransmission voltage.

LIMITATION OF SERVICE: Standby service is permitted only for customers who generate less than 20% of their on-site load requirements or whose generating equipment is used for emergency purposes.

RATES:

Daily Basic Service Charge: \$ ~~126.72~~133.76 a day

Demand Charge: \$ ~~12.46~~84 per kW of billing demand

Energy Charge: ~~1.46~~228¢ per kWh

Continued to Sheet No. 6.165

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: ~~January 1, 2025~~



FOURTH-FIFTH REVISED SHEET NO. 6.165
CANCELS ~~THIRD-FOURTH~~ REVISED SHEET NO. 6.165

Continued from Sheet No. 6.160

BILLING DEMAND: The highest measured 30-minute interval kW demand during the month.

MINIMUM CHARGE: The Daily Basic Service Charge and any Minimum Charge associated with optional riders.

TEMPORARY DISCONTINUANCE OF SERVICE: Where the use of energy is seasonal or intermittent, no adjustments will be made for a temporary discontinuance of service. Any customer prior to resuming service within 12 months after such service was discontinued will be required to pay all charges which would have been billed if service had not been discontinued.

POWER FACTOR: Power factor will be calculated for customers with measured demands of 1,000 kW in any billing period out of twelve (12) consecutive billing periods ending with the current billing period. When the average power factor during the month is less than 85%, the monthly bill will be increased 0.~~203~~²¹⁴¢ for each kVARh by which the reactive energy numerically exceeds 0.619744 times the billing energy. When the average power factor during the month is greater than 90%, the monthly bill will be decreased 0.~~402~~¹⁰⁸¢ for each kVARh by which the reactive energy is numerically less than 0.484322 times the billing energy.

EMERGENCY RELAY POWER SUPPLY CHARGE: The monthly charge for emergency relay power supply service shall be ~~96¢~~^{\$1.01} per kW of registered demand. This charge is in addition to the compensation the customer must make to the Company as a contribution-in-aid of construction.

FUEL CHARGE: See Nos. 6.020 and 6.022.

ENERGY CONSERVATION RECOVERY CHARGE: See Sheet Nos. 6.021 and 6.022.

CAPACITY RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.022.

CLEAN ENERGY TRANSITION MECHANISM: See Sheet Nos. 6.023 and 6.025.

ENVIRONMENTAL RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.022.

FLORIDA GROSS RECEIPTS TAX: See Sheet No. 6.023.

FRANCHISE FEE CHARGE: See Sheet No. 6.023.

PAYMENT OF BILLS: See Sheet No. 6.023.

STORM SURCHARGE: See Sheet No. 6.024.

STORM PROTECTION PLAN RECOVERY CHARGE: See Sheet Nos. 6.021 and 6.023.

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: ~~March 1,~~ 2025



FORTY-~~ONE~~SECOND REVISED SHEET NO. 6.290
CANCELS ~~FORTIETH-FORTY-FIRST~~ REVISED SHEET
NO. 6.290

CONSTRUCTION SERVICE

SCHEDULE: CS

AVAILABLE: Entire service area.

APPLICABLE: Single phase temporary service used primarily for construction purposes.

LIMITATION OF SERVICE: Service is limited to construction poles and services installed under the TUG program. Construction poles are limited to a maximum of 70 amperes at 240 volts for construction poles. Larger (non-TUG) services and three phase service entrances must be served under the appropriate rate schedule, plus the cost of installing and removing the temporary facilities is required.

RATES:

Basic Service Charge: \$0.~~63~~~~66~~ per day

Energy and Demand Charge: 8.~~217~~~~668~~¢ per kWh

MINIMUM CHARGE: The Basic Service Charge.

FUEL CHARGE: See Sheet Nos. 6.020 and 6.022.

ENERGY CONSERVATION RECOVERY CHARGE: See Sheet Nos. 6.021 and 6.022.

CAPACITY RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.022.

CLEAN ENERGY TRANSITION MECHANISM: See Sheet Nos. 6.023 and 6.025

ENVIRONMENTAL RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.022.

FLORIDA GROSS RECEIPTS TAX: See Sheet No. 6.023.

FRANCHISE FEE CHARGE: See Sheet No. 6.023.

PAYMENT OF BILLS: See Sheet No. 6.023.

STORM SURCHARGE: See Sheet No. 6.024.

STORM PROTECTION PLAN RECOVERY CHARGE: See Sheet Nos. 6.021 and 6.023.

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: ~~March 1, 2025~~



THIRTY-~~THIRD~~-~~FOURTH~~ REVISED SHEET NO. 6.320
CANCELS THIRTY-~~SECOND~~-~~THIRD~~ REVISED SHEET NO.
6.320

**TIME-OF-DAY
GENERAL SERVICE - NON DEMAND
(OPTIONAL)**

SCHEDULE: GST

AVAILABLE: Entire service area.

APPLICABLE: For lighting and power in establishments not classified as residential whose energy consumption has not exceeded 9,000 kWh in any one of the prior twelve (12) consecutive billing periods ending with the current billing period. All of the electric load requirements on the customer's premises must be metered at one (1) point of delivery. For any billing period that exceeds 35 days, the energy consumption shall be prorated to that of a 30-day amount for purposes of administering this requirement. Resale not permitted.

CHARACTER OF SERVICE: Single or 3 phase, 60 cycles and approximately 120 volts or higher, at Company's option.

LIMITATION OF SERVICE: All service under this rate shall be furnished through one meter. Standby service permitted.

RATES:

Basic Service Charge:
\$0.~~63~~66 per day

Energy and Demand Charge:
~~42.873~~13.579¢ per kWh during peak hours
~~6.647~~980¢ per kWh during off-peak hours

Continued to Sheet No. 6.321

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: ~~January 1,~~ 2025



TWENTY-~~SIXTH~~ SEVENTH REVISED SHEET NO. 6.321
CANCELS TWENTY-~~FIFTH~~ SIXTH REVISED SHEET NO.
6.321

Continued from Sheet No. 6.320

DEFINITIONS OF THE USE PERIODS: All time periods stated in clock time. (Meters are programmed to automatically adjust for changes from standard to daylight saving time and vice-versa.)

	<u>April 1 - October 31</u>	<u>November 1 - March 31</u>
Peak Hours:	12:00 Noon - 9:00 PM	6:00 AM - 10:00 AM
(Monday-Friday)		and 6:00 PM - 10:00 PM

Off-Peak Hours: All other weekday hours, and all hours on Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be off-peak.

MINIMUM CHARGE: The Basic Service Charge.

TERMS OF SERVICE: A customer electing this optional rate shall have the right to transfer to the standard applicable rate at any time without additional charge for such transaction, except that any customer who requests this optional rate for the second time on the same premises will be required to sign a contract to remain on this rate for at least one (1) year.

EMERGENCY RELAY POWER SUPPLY CHARGE: The monthly charge for emergency relay power supply service shall be 0.~~243-256~~ ¢ per kWh of billing energy. This charge is in addition to the compensation the customer must make to the Company as a contribution-in-aid of construction.

FUEL CHARGE: See Sheet Nos. 6.020 and 6.022.

ENERGY CONSERVATION RECOVERY CHARGE: See Sheet Nos. 6.021 and 6.022.

Continued to Sheet No. 6.322

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: January 1, 2025



THIRTY-~~FOURTH~~FIFTH REVISED SHEET NO. 6.330
CANCELS THIRTY-~~THIRD~~FOURTH REVISED SHEET NO.
6.330

**TIME-OF-DAY
GENERAL SERVICE - DEMAND
(OPTIONAL)**

SCHEDULE: GSDT

AVAILABLE: Entire service area.

APPLICABLE: To any customer whose energy consumption has exceeded 9,000 kWh in any one of the prior twelve (12) consecutive billing periods ending with the current billing period. Also available to customers with energy consumption at any level below 9,000 kWh per billing period who agree to remain on this rate for at least twelve (12) months. For any billing period that exceeds 35 days, the consumption shall be prorated to that of a 30-day amount for purposes of administering this requirement. Resale not permitted.

CHARACTER OF SERVICE: A-C; 60 cycles; 3 phase; at any standard Company voltage.

LIMITATION OF SERVICE: Standby service is permitted only for customers who generate less than 20% of their on-site load requirements or whose generating equipment is used for emergency purposes.

RATES:

Basic Service Charge:

Secondary Metering Voltage	\$ 1.06 <u>12</u> per day
Primary Metering Voltage	\$ 11.54 <u>12.17</u> per day
Subtransmission Metering Voltage	\$ 35.23 <u>37.16</u> per day

Demand Charge:

\$ ~~6.38~~73 per kW of billing demand, plus
\$~~11.70~~12.34 per kW of peak billing demand

Energy Charge:

1.~~253~~322¢ per kWh during peak hours
0.~~600~~633¢ per kWh during off-peak hours

Continued to Sheet No. 6.331

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: ~~January 1,~~2025



~~TWENTY-NINTH~~~~THIRTIETH~~ REVISED SHEET NO. 6.332
CANCELS ~~TWENTY-EIGHTH~~~~NINTH~~ REVISED SHEET NO.
6.332

Continued from Sheet No. 6.331

METERING VOLTAGE ADJUSTMENT: When the customer takes energy metered at primary voltage, a discount of 1% will apply to the Demand Charge, Energy Charge, Delivery Voltage Credit, and Emergency Relay Power Supply Charge.

When the customer takes energy metered at subtransmission or higher voltage, a discount of 2% will apply to the Demand Charge, Energy Charge, Delivery Voltage Credit, and Emergency Relay Power Supply Charge.

DELIVERY VOLTAGE CREDIT: When the customer takes service at primary voltage a discount of \$1.~~35-42~~ per kW of billing demand will apply. When the customer takes service at subtransmission or higher voltage, a discount of \$5.~~59-90~~ per kW of billing demand will apply.

EMERGENCY RELAY POWER SUPPLY CHARGE: The monthly charge for emergency relay power supply service shall be ~~96¢~~\$1.01 per kW of billing demand. This charge is in addition to the compensation the customer must make to the Company as a contribution-in-aid of construction.

FUEL CHARGE: See Sheet Nos. 6.020 and 6.022.

ENERGY CONSERVATION RECOVERY CHARGE: See Sheet Nos. 6.021 and 6.022.

CAPACITY RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.022.

CLEAN ENERGY TRANSITION MECHANISM: See Sheet Nos. 6.023 and 6.025.

ENVIRONMENTAL RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.022.

FLORIDA GROSS RECEIPTS TAX: See Sheet No. 6.023.

FRANCHISE FEE CHARGE: See Sheet No. 6.023.

PAYMENT OF BILLS: See Sheet No. 6.023.

STORM SURCHARGE: See Sheet No. 6.024.

STORM PROTECTION PLAN RECOVERY CHARGE: See Sheet Nos. 6.021 and 6.023.

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: ~~March 1,~~ 2025



FOURTEENTH-FIFTEENTH REVISED SHEET NO. 6.370
CANCELS ~~THIRTEENTH-FOURTEENTH~~ REVISED SHEET
NO. 6.370

**TIME-OF-DAY
GENERAL SERVICE LARGE - DEMAND
PRIMARY
(OPTIONAL)**

SCHEDULE: GSLDTPR

AVAILABLE: Entire service area.

APPLICABLE: To all primary voltage served customers with a registered demand of 1000 kW or above once in the last 12 months. Customer must take service at the primary voltage level. Once a customer has gone (12) consecutive months of less than 1000 kW registered demand the customer will then be billed under the rate schedule GSDT. For any billing period that exceeds 35 days, the consumption shall be prorated to that of a 30-day amount for purposes of administering this requirement. Resale not permitted.

CHARACTER OF SERVICE: A-C; 60 cycles; 3 phase; at primary voltage.

LIMITATION OF SERVICE: Standby service is permitted only for customers who generate less than 20% of their on-site load requirements or whose generating equipment is used for emergency purposes.

RATES:

Daily Basic Service Charge: ~~\$20.89~~22.03 a day

Demand Charge:

~~\$3.93~~4.15 per kW of billing demand, plus

~~\$9.49~~10.01 per kW of peak billing demand

Energy Charge:

~~1.67~~9771¢ per kWh during peak hours

~~0.89~~8947¢ per kWh during off-peak hours

Continued to Sheet No. 6.375

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: ~~January 1, 2025~~



FOURTH-FIFTH REVISED SHEET NO. 6.380
CANCELS ~~THIRD-FOURTH~~ REVISED SHEET NO. 6.380

Continued from Sheet No. 6.375

METERING VOLTAGE ADJUSTMENT: When the customer takes energy metered at subtransmission voltage or higher, a discount of 1% will apply to the Demand Charge, Energy Charge, Power Factor Billing and Emergency Relay Power Supply Charge.

POWER FACTOR: Power factor will be calculated for customers with measured demands of 1,000 kW in any billing period out of twelve (12) consecutive billing periods ending with the current billing period. When the average power factor during the month is less than 85%, the monthly bill will be increased 0.~~2032~~14¢ for each kVARh by which the reactive energy numerically exceeds 0.619744 times the billing energy. When the average power factor during the month is greater than 90%, the monthly bill will be decreased 0.~~1021~~08¢ for each kVARh by which the reactive energy is numerically less than 0.484322 times the billing energy.

EMERGENCY RELAY POWER SUPPLY CHARGE: The monthly charge for emergency relay power supply service shall be ~~96¢~~\$1.01 per kW of billing demand. This charge is in addition to the compensation the customer must make to the Company as a contribution-in-aid of construction.

FUEL CHARGE: See Sheet Nos. 6.020 and 6.022.

ENERGY CONSERVATION RECOVERY CHARGE: See Sheet Nos. 6.021 and 6.022.

CAPACITY RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.022.

CLEAN ENERGY TRANSITION MECHANISM: See Sheet Nos. 6.023 and 6.025.

ENVIRONMENTAL RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.022.

FLORIDA GROSS RECEIPTS TAX: See Sheet No. 6.023.

FRANCHISE FEE CHARGE: See Sheet No. 6.023.

PAYMENT OF BILLS: See Sheet No. 6.023.

STORM SURCHARGE: See Sheet No. 6.024.

STORM PROTECTION PLAN RECOVERY CHARGE: See Sheet Nos. 6.021 and 6.023.

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: ~~March 1,~~ 2025



~~TENTH-ELEVENTH~~ REVISED SHEET NO. 6.400
CANCELS ~~NINTH-TENTH~~ REVISED SHEET NO. 6.400

**TIME-OF-DAY
GENERAL SERVICE LARGE - DEMAND
SUBTRANSMISSION
(OPTIONAL)**

SCHEDULE: GSLDTSU

AVAILABLE: Entire service area.

APPLICABLE: To all subtransmission voltage served customers with a registered demand of 1000 kW or above once in the last 12 months. Customer must take service at the subtransmission voltage level. Once a customer has gone (12) consecutive months of less than 1000 kW registered demand the customer will then be billed under the rate schedule GSDT. For any billing period that exceeds 35 days, the consumption shall be prorated to that of a 30-day amount for purposes of administering this requirement. Resale not permitted.

CHARACTER OF SERVICE: A-C; 60 cycles; 3 phase; at subtransmission voltage.

LIMITATION OF SERVICE: Standby service is permitted only for customers who generate less than 20% of their on-site load requirements or whose generating equipment is used for emergency purposes.

RATES:

Daily Basic Service Charge: ~~\$126.72~~133.76 a day

Demand Charge:

~~\$1.53~~61 per kW of billing demand, plus
~~\$10.63~~11.22 per kW of peak billing demand

Energy Charge:

~~1.400~~478¢ per kWh during peak hours
~~1.089~~149¢ per kWh during off-peak hours

Continued to Sheet No. 6.405

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: ~~January 1,~~ 2025



FOURTH-FIFTH REVISED SHEET NO. 6.410
CANCELS ~~THIRD-FOURTH~~ REVISED SHEET NO. 6.410

Continued from Sheet No. 6.405

EMERGENCY RELAY POWER SUPPLY CHARGE: The monthly charge for emergency relay power supply service shall be ~~96¢~~**\$1.01** per kW of billing demand. This charge is in addition to the compensation the customer must make to the Company as a contribution-in-aid of construction.

POWER FACTOR: Power factor will be calculated for customers with measured demands of 1,000 kW in any billing period out of twelve (12) consecutive billing periods ending with the current billing period. When the average power factor during the month is less than 85%, the monthly bill will be increased ~~0.203214¢~~ for each kVARh by which the reactive energy numerically exceeds 0.619744 times the billing energy. When the average power factor during the month is greater than 90%, the monthly bill will be decreased ~~0.102108¢~~ for each kVARh by which the reactive energy is numerically less than 0.484322 times the billing energy.

FUEL CHARGE: See Sheet Nos. 6.020 and 6.022.

ENERGY CONSERVATION RECOVERY CHARGE: See Sheet Nos. 6.021 and 6.022.

CAPACITY RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.022.

CLEAN ENERGY TRANSITION MECHANISM: See Sheet Nos. 6.023 and 6.025.

ENVIRONMENTAL RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.022.

FLORIDA GROSS RECEIPTS TAX: See Sheet No. 6.023.

FRANCHISE FEE CHARGE: See Sheet No. 6.023.

PAYMENT OF BILLS: See Sheet No. 6.023.

STORM SURCHARGE: See Sheet No. 6.024.

STORM PROTECTION PLAN RECOVERY CHARGE: See Sheet Nos. 6.021 and 6.023.

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: ~~March 1, 2025~~



TWENTY-~~FIRST~~ **SECOND** REVISED SHEET NO. 6.565
CANCELS ~~TWENTIETH~~ **TWENTY-FIRST** REVISED
SHEET NO. 6.565

Continued from Sheet No. 6.560

RATES:

Basic Service Charge: \$0.~~43~~ **45** per day

Energy and Demand Charges: ~~8.9479~~ **4.35**¢ per kWh (for all pricing periods)

MINIMUM CHARGE: The Basic Service Charge.

FUEL CHARGE: See Sheet Nos. 6.020 and 6.022.

ENERGY CONSERVATION RECOVERY CHARGE: See Sheet Nos. 6.021 and 6.022.

CAPACITY RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.022.

CLEAN ENERGY TRANSITION MECHANISM: See Sheet Nos. 6.023 and 6.025.

ENVIRONMENTAL RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.022.

FLORIDA GROSS RECEIPTS TAX: See Sheet No. 6.023.

FRANCHISE FEE CHARGE: See Sheet No. 6.023.

PAYMENT OF BILLS: See Sheet No. 6.023.

STORM SURCHARGE: See Sheet No. 6.024.

STORM PROTECTION PLAN RECOVERY CHARGE: See Sheet Nos. 6.021 and 6.023.

Continued to Sheet No. 6.570

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: ~~March 1,~~ **2025**



TWENTY-~~FIRST~~ SECOND REVISED SHEET NO. 6.600
CANCELS ~~TWENTIETH~~ TWENTY-FIRST REVISED
SHEET NO. 6.600

**STANDBY AND SUPPLEMENTAL SERVICE
DEMAND**

SCHEDULE: SBD

AVAILABLE: Entire service area.

APPLICABLE: To all secondary voltage served customers. Also to primary and subtransmission served customers with a registered demand of 999 kW or below in all of the last 12 months. Required for all applicable self-generating Customers whose generating capacity in kilowatts (exclusive of emergency generation equipment) exceeds 20% of their site load in kilowatts. Also available to applicable self-generating Customers whose generating capacity in kilowatts does not exceed 20% of their site load in kilowatts, but who agree to all the terms and conditions of this rate schedule. Resale not permitted.

CHARACTER OF SERVICE: A-C; 60 cycles; 3 phase; at any standard company voltage.

LIMITATION OF SERVICE: A customer taking service under this tariff must sign a Tariff Agreement for the Purchase of Standby and Supplemental Service. (See Sheet No. 7.600)

RATES:

Daily Basic Service Charge:

Secondary Metering Voltage	\$ 1. 06 12
Primary Metering Voltage	\$ 41.54 12.17
Subtransmission Metering Voltage	\$ 35.23 37.16

CHARGES FOR STANDBY SERVICE:

Demand Charge:

\$ ~~3.84~~4.02 per kW/Month of Standby Demand
(Local Facilities Reservation Charge)

plus the greater of:

\$ ~~2.47~~29 per kW/Month of Standby Demand
(Power Supply Reservation Charge) or
\$ ~~0.86~~91 per kW/Day of Actual Standby Billing Demand
(Power Supply Demand Charge)

Energy Charge:

~~0.900-949~~ ¢ per Standby kWh

Continued to Sheet No. 6.601

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: ~~January 1,~~ 2025



TWENTY-~~FOURTH~~FIFTH REVISED SHEET NO. 6.601
CANCELS TWENTY-~~THIRD~~FOURTH REVISED SHEET NO.
6.601

Continued from Sheet No. 6.600

CHARGES FOR SUPPLEMENTAL SERVICE:

Demand Charge:

\$ ~~18.07~~19.06 per kW-Month of Supplemental Billing Demand (Supplemental Billing Demand Charge)

Energy Charge:

0.~~7738~~15¢ per Supplemental kWh

DEFINITIONS OF THE USE PERIODS: All time periods stated in clock time. (Meters are programmed to automatically adjust for changes from standard to daylight saving time and vice-versa.)

	<u>April 1 - October 31</u>	<u>November 1 - March 31</u>
<u>Peak Hours:</u>	12:00 Noon - 9:00 PM	6:00 AM - 10:00 AM
(Monday-Friday)		and
		6:00 PM - 10:00 PM

Off-Peak Hours: All other weekday hours, and all hours on Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be off-peak.

BILLING UNITS:

Demand Units: Metered Demand - The highest measured 30-minute interval kW demand served by the company during the month.

Site Load - The highest kW total of Customer generation plus deliveries by the company less deliveries to the Company, occurring in the same 30-minute interval, during the month.

Normal Generation - The generation level equaled or exceeded by the Customer's generation 10% of the metered intervals during the previous twelve months.

Supplemental Billing Demand - The amount, if any, by which the highest Site Load during any 30-minute interval in the month exceeds Normal Generation, but no greater than Metered Demand.

Continued to Sheet No. 6.602

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: ~~January 1,~~2025



NINTH-TENTH REVISED SHEET NO. 6.602
CANCELS EIGHTH-NINTH REVISED SHEET NO. 6.602

Continued from Sheet No. 6.601

Contract Standby Demand - As established pursuant to the Tariff Agreement for the Purchase of Standby and Supplemental Service. Anytime a customer registers a Standby Demand that is higher than the existing Contract Standby Demand, that Standby Demand will become the new Contract Standby Demand, beginning with the following period.

Standby Demand - The greater of Contract Standby Demand or the amount by which Metered Demand exceeds Supplemental Billing Demand, but no greater than Normal Generation.

Actual Standby Billing Demand - The summation of the daily amounts by which the highest on-peak measured 30-minute interval kW demands served by the Company exceed the monthly Supplemental Billing Demand.

Energy Units: Energy provided by the Company during each 30-minute period up to the Supplemental Demand level shall be billed as Supplemental kWh. The remaining energy shall be billed as Standby kWh.

MINIMUM CHARGE: The Daily Basic Service Charge, Local Facilities Reservation Charge, Power Supply Reservation Charge, and any Minimum Charge associated with optional riders.

TERM OF SERVICE: Any customer receiving service under this schedule will be required to give the Company written notice at least 60 months prior to transferring to a non-standby schedule. Such notice shall be irrevocable unless the Company and the customer should mutually agree to void the notice.

TEMPORARY DISCONTINUANCE OF SERVICE: Where the use of energy is seasonal or intermittent, no adjustments will be made for a temporary discontinuance of service. Any customer prior to resuming service within 12 months after such service was discontinued will be required to pay all charges which would have been billed if service had not been discontinued.

POWER FACTOR: When the average power factor during the month is less than 85%, the monthly bill will be increased 0.~~203~~²¹⁴¢ for each kVARh by which the reactive energy numerically exceeds 0.619744 times the billing energy. When the average power factor during the month is greater than 90%, the monthly bill will be decreased 0.~~402~~¹⁰⁸¢ for each kVARh by which the reactive energy is numerically less than 0.484322 times the billing energy.

Continued to Sheet No. 6.603

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: ~~September 1, 2022~~



TWENTY-~~FIFTH~~SIXTH REVISED SHEET NO. 6.603
CANCELS TWENTY-~~FOURTH~~FIFTH REVISED SHEET
NO. 6.603

Continued from Sheet No. 6.602

METERING VOLTAGE ADJUSTMENT: When the customer takes energy metered at primary voltage, a discount of 1% will apply to the Demand Charge, Energy Charge, Delivery Voltage Credit, Power Factor billing, and Emergency Relay Power Supply Charge.

When the customer takes energy metered at subtransmission or higher voltage, a discount of 2% will apply to the Demand Charge, Energy Charge, Delivery Voltage Credit, Power Factor billing, and Emergency Relay Power Supply Charge.

DELIVERY VOLTAGE CREDIT: When the customer takes service at primary voltage, a discount of ~~\$1.35-42~~ per kW of Supplemental Demand and ~~\$3.42-61~~ per kW of Standby Demand will apply.

When the customer takes service at subtransmission or higher voltage, a discount of ~~\$5.59-90~~ per kW of Supplemental Demand and ~~\$4.54-79~~ per kW of Standby Demand will apply.

EMERGENCY RELAY POWER SUPPLY CHARGE: The monthly charge for emergency relay power supply service shall be ~~96¢~~~~\$1.01~~ per kW of Supplemental Demand and Standby Demand. This charge is in addition to the compensation the customer must make to the Company as a contribution-in-aid of construction.

FUEL CHARGE: See Sheet Nos. 6.020 and 6.022. Note: Standby fuel charges shall be based on the time of use (i.e., peak and off-peak) fuel rates for Rate Schedule SBD. Supplemental fuel charges shall be based on the standard fuel rate for Rate Schedule SBD.

ENERGY CONSERVATION RECOVERY CHARGE: See Sheet Nos. 6.021 and 6.022.

CAPACITY RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.022.

CLEAN ENERGY TRANSITION MECHANISM: See Sheet Nos. 6.023 and 6.025.

ENVIRONMENTAL RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.022.

FLORIDA GROSS RECEIPTS TAX: See Sheet No. 6.023.

FRANCHISE FEE CHARGE: See Sheet No. 6.023.

PAYMENT OF BILLS: See Sheet No. 6.023.

STORM SURCHARGE: See Sheet No. 6.024.

STORM PROTECTION PLAN RECOVERY CHARGE: See Sheet Nos. 6.021 and 6.023.

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: ~~March 1, 2025~~



EIGHTEENTH-NINETEENTH REVISED SHEET NO. 6.605
CANCELS ~~SEVENTEETH-EIGHTEENTH~~ REVISED
SHEET NO. 6.605

**TIME-OF-DAY
STANDBY AND SUPPLEMENTAL DEMAND SERVICE
(OPTIONAL)**

SCHEDULE: SBDT

AVAILABLE: Entire service area.

APPLICABLE: To all secondary voltage served customers. Also to primary and subtransmission served customers with a registered demand of 999 kW or below in all of the last 12 months. Required for all applicable self-generating Customers whose generating capacity in kilowatts (exclusive of emergency generation equipment) exceeds 20% of their site load in kilowatts and who take firm service from the utility. Also available to applicable self-generating Customers whose generating capacity in kilowatts does not exceed 20% of their site load in kilowatts, but who agree to all the terms and conditions of this rate schedule. Resale not permitted.

CHARACTER OF SERVICE: A-C; 60 cycles; 3 phase; at any standard company voltage.

LIMITATION OF SERVICE: A Customer taking service under this tariff must sign a Tariff Agreement for the Purchase of Standby and Supplemental Service. (See Sheet No. 7.600)

RATES:

Daily Basic Service Charge:

Secondary Metering Voltage	\$ 1. 06 12
Primary Metering Voltage	\$ 11.54 12.17
Subtransmission Metering Voltage	\$ 35.23 37.16

CHARGES FOR STANDBY SERVICE:

Demand Charge:

~~\$3.84~~4.02 per kW/Month of Standby Demand
(Local Facilities Reservation Charge)
plus the greater of:
~~\$2.17~~29 per kW/Month of Standby Demand
(Power Supply Reservation Charge) or
~~\$0.86~~91 per kW/Day of Actual Standby Billing Demand
(Power Supply Demand Charge)

Energy Charge:

0.~~900~~949¢ per Standby kWh

Continued to Sheet No. 6.606

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: January 1, 2025



TWENTY-~~FIRST~~**SECOND** REVISED SHEET NO. 6.606
CANCELS ~~TWENTIETH~~**TWENTY-FIRST** REVISED
SHEET NO. 6.606

Continued from Sheet No. 6.605

CHARGES FOR SUPPLEMENTAL SERVICE

Demand Charge:

~~\$6.38~~**73** per kW-Month of Supplemental Demand (Supplemental Billing Demand Charge), plus
~~\$41.70~~**12.34** per kW-Month of Supplemental Peak Demand (Supplemental Peak Billing Demand Charge)

Energy Charge:

~~1.25~~**3322**¢ per Supplemental kWh during peak hours
~~0.600~~**633**¢ per Supplemental kWh during off-peak hours

DEFINITIONS OF THE USE PERIODS: All time periods stated in clock time. (Meters are programmed to automatically adjust for changes from standard to daylight saving time and vice-versa.)

	<u>April 1 - October 31</u>	<u>November 1 - March 31</u>
Peak Hours:	12:00 Noon - 9:00 PM	6:00 AM - 10:00 AM
(Monday-Friday)		and
		6:00 PM - 10:00 PM

Off-Peak Hours: All other weekday hours, and all hours on Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be off-peak.

BILLING UNITS:

Demand Units: Metered Demand - The highest measured 30-minute interval kW demand served by the Company during the month.

Metered Peak Demand - The highest measured 30-minute interval kW demand served by the Company during the peak hours.

Site Load - The highest kW total of Customer generation plus deliveries by the company less deliveries to the company, occurring in the same 30-minute interval, during the month.

Continued to Sheet No. 6.607

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: ~~January 1, 2025~~



~~TWENTIETH-TWENTY-FIRST~~ REVISED SHEET NO. 6.608
CANCELS ~~NINETEENTH-TWENTIETH~~ REVISED SHEET
NO. 6.608

Continued from Sheet No. 6.607

TERM OF SERVICE: Any customer receiving service under this schedule will be required to give the Company written notice at least 60 months prior to transferring to a non-standby schedule. Such notice shall be irrevocable unless the Company and the customer should mutually agree to void the notice.

TEMPORARY DISCONTINUANCE OF SERVICE: Where the use of energy is seasonal or intermittent, no adjustments will be made for a temporary discontinuance of service. Any customer prior to resuming service within 12 months after such service was discontinued will be required to pay all charges which would have been billed if service had not been discontinued.

POWER FACTOR: When the average power factor during the month is less than 85%, the monthly bill will be increased 0.~~203214~~¢ for each kVARh by which the reactive energy numerically exceeds 0.619744 times the billing energy. When the average power factor during the month is greater than 90%, the monthly bill will be decreased 0.~~402108~~¢ for each kVARh by which the reactive energy is numerically less than 0.484322 times the billing energy.

METERING VOLTAGE ADJUSTMENT: When the customer takes energy metered at primary voltage, a discount of 1% will apply to the Demand Charges, Energy Charges, Delivery Voltage Credit, Power Factor billing, and Emergency Relay Power Supply Charge.

When the customer takes energy metered at subtransmission or higher voltage, a discount of 2% will apply to the Demand Charges, Energy Charges, Delivery Voltage Credit, Power Factor billing, and Emergency Relay Power Supply Charge.

DELIVERY VOLTAGE CREDIT: When the customer takes service at primary voltage, a discount of \$1.~~35-42~~ per kW of Supplemental Demand and \$3.~~42-61~~ per kW of Standby Demand will apply.

When the customer takes service at subtransmission or higher voltage, a discount of \$5.~~59-90~~ per kW of Supplemental Demand and \$4.~~54-79~~ per kW of Standby Demand will apply.

EMERGENCY RELAY POWER SUPPLY CHARGE: The monthly charge for emergency relay power supply service shall be ~~96¢~~\$1.01 per kW of Supplemental Demand and Standby Demand. This charge is in addition to the compensation the customer must make to the Company as a contribution-in-aid of construction.

Continued to Sheet No. 6.609

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: ~~January 1, 2025~~



~~TWELFTH~~ ~~THIRTEENTH~~ REVISED SHEET NO. 6.610
CANCELS ~~ELEVENTH~~ ~~TWELFTH~~ REVISED SHEET NO.
6.610

**STANDBY- LARGE - DEMAND
PRIMARY**

SCHEDULE: SBLDPR

AVAILABLE: Entire service area.

APPLICABLE: To all primary voltage served customers with a registered demand of 1000 kW or above once in the last 12 months. Customer must take service at the primary voltage level. Required for all applicable self-generating Customers whose generating capacity in kilowatts (exclusive of emergency generation equipment) exceeds 20% of their site load in kilowatts. Also available to all applicable self-generating Customers whose generating capacity in kilowatts does not exceed 20% of their site load in kilowatts, but who agree to all the terms and conditions of this rate schedule. Resale not permitted.

CHARACTER OF SERVICE: A-C; 60 cycles; 3 phase; at primary voltage.

LIMITATION OF SERVICE: A customer taking service under this tariff must sign a Tariff Agreement for the Purchase of Standby and Supplemental Service. (See Sheet No. 7.600)

RATES:

Basic Service Charge: ~~\$21.71~~22.90 a day

CHARGES FOR STANDBY SERVICE:

Demand Charge:

~~\$2.84~~3.00 per kW/Month of Standby Demand
(Local Facilities Reservation Charge)

plus the greater of:

~~\$1.61~~.70 per kW/Month of Standby Demand
(Power Supply Reservation Charge) or

~~\$0.64~~.68 per kW/Day of Actual Standby Billing Demand
(Power Supply Demand Charge)

Energy Charge:

~~0.90~~8958¢ per Standby kWh

Continued to Sheet No. 6.615

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: ~~January 1,~~ 2025



FOURTH-FIFTH REVISED SHEET NO. 6.615
CANCELS ~~THIRD-FOURTH~~ REVISED SHEET NO. 6.615

Continued from Sheet No. 6.610

CHARGES FOR SUPPLEMENTAL SERVICE:

Demand Charge:

\$ ~~13.41~~ **14.14** per kW-Month of Supplemental Billing Demand (Supplemental Billing Demand Charge)

Energy Charge:

~~1.405~~ **166¢** per Supplemental kWh

DEFINITIONS OF THE USE PERIODS: All time periods stated in clock time. (Meters are programmed to automatically adjust for changes from standard to daylight saving time and vice-versa.)

	<u>April 1 - October 31</u>	<u>November 1 - March 31</u>
<u>Peak Hours:</u>	12:00 Noon - 9:00 PM	6:00 AM - 10:00 AM
(Monday-Friday)		and 6:00 PM - 10:00 PM

Off-Peak Hours: All other weekday hours, and all hours on Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be off-peak.

BILLING UNITS:

Demand Units: Metered Demand - The highest measured 30-minute interval kW demand served by the company during the month.

Site Load - The highest kW total of Customer generation plus deliveries by the company less deliveries to the Company, occurring in the same 30-minute interval, during the month.

Normal Generation - The generation level equaled or exceeded by the Customer's generation 10% of the metered intervals during the previous twelve months.

Supplemental Billing Demand - The amount, if any, by which the highest Site Load during a 30-minute interval in the month exceeds Normal Generation, but no greater than Metered Demand.

Continued to Sheet No. 6.620

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: ~~January 1, 2025~~



~~ELEVENTH-TWELFTH~~ REVISED SHEET NO. 6.625
CANCELS ~~TENTH-ELEVENTH~~ REVISED SHEET NO. 6.625

Continued from Sheet No. 6.625

POWER FACTOR: Power factor will be calculated for customers with measured demands of 1,000 kW in any billing period out of twelve (12) consecutive billing periods ending with the current billing period. When the average power factor during the month is less than 85%, the monthly bill will be increased 0.~~203214~~¢ for each kVARh by which the reactive energy numerically exceeds 0.619744 times the billing energy. When the average power factor during the month is greater than 90%, the monthly bill will be decreased 0.~~402108~~¢ for each kVARh by which the reactive energy is numerically less than 0.484322 times the billing energy.

METERING VOLTAGE ADJUSTMENT: When the customer takes energy metered at subtransmission or higher voltage, a discount of 1% will apply to the Demand Charge, Energy Charge, Power Factor Billing and Emergency Relay Power Supply Charge.

EMERGENCY RELAY POWER SUPPLY CHARGE: The monthly charge for emergency relay power supply service shall be ~~96~~\$1.01¢ per kW of Supplemental Demand and Standby Demand. This charge is in addition to the compensation the customer must make to the Company as a contribution-in-aid of construction.

FUEL CHARGE: See Sheet Nos. 6.020 and 6.022. Note: Standby fuel charges shall be based on the time of use (i.e., peak and off-peak) fuel rates for Rate Schedule SBLDPR. Supplemental fuel charges shall be based on the standard fuel rate for Rate Schedule SBLDPR.

ENERGY CONSERVATION RECOVERY CHARGE: See Sheet Nos. 6.021 and 6.022.

CAPACITY RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.022.

CLEAN ENERGY TRANSITION MECHANISM: See Sheet Nos. 6.023 and 6.025.

ENVIRONMENTAL RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.022.

FLORIDA GROSS RECEIPTS TAX: See Sheet No. 6.023.

FRANCHISE FEE CHARGE: See Sheet No. 6.023.

PAYMENT OF BILLS: See Sheet No. 6.023.

STORM SURCHARGE: See Sheet No. 6.024.

STORM PROTECTION PLAN RECOVERY CHARGE: See Sheet Nos. 6.021 and 6.023.

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: ~~March 1,~~ 2025



FOURTH-FIFTH REVISED SHEET NO. 6.630
CANCELS ~~THIRD-FOURTH~~ REVISED SHEET NO. 6.630

**STANDBY-LARGE DEMAND
SUBTRANSMISSION**

SCHEDULE: SBLDSU

AVAILABLE: Entire service area.

APPLICABLE: To all subtransmission voltage served customers with a registered demand of 1000 kW or above once in the last 12 months. Customer must take service at the subtransmission voltage level. Required for all applicable self-generating Customers whose generating capacity in kilowatts (exclusive of emergency generation equipment) exceeds 20% of their site load in kilowatts. Also available to all applicable self-generating Customers whose generating capacity in kilowatts does not exceed 20% of their site load in kilowatts, but who agree to all the terms and conditions of this rate schedule. Resale not permitted.

CHARACTER OF SERVICE: A-C; 60 cycles; 3 phase; at subtransmission voltage.

LIMITATION OF SERVICE: A customer taking service under this tariff must sign a Tariff Agreement for the Purchase of Firm Standby and Supplemental Service. (See Sheet No. 7.600)

RATES:

Daily Basic Service Charge: ~~\$127.55~~134.63 a day

CHARGES FOR STANDBY SERVICE:

Demand Charge:

~~\$1.34~~38 per kW/Month of Standby Demand
(Local Facilities Reservation Charge)

plus the greater of:

~~\$1.47~~55 per kW/Month of Standby Demand
(Power Supply Reservation Charge) or

~~\$0.58~~61 per kW/Day of Actual Standby Billing Demand
(Power Supply Demand Charge)

Energy Charge:

~~0.86~~6914¢ per Standby kWh

Continued to Sheet No. 6.635

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: ~~January 1, 2025~~



FOURTH-FIFTH REVISED SHEET NO. 6.635
CANCELS ~~THIRD-FOURTH~~ REVISED SHEET NO. 6.635

Continued from Sheet No. 6.630

CHARGES FOR SUPPLEMENTAL SERVICE:

Demand Charge:

\$ ~~12.4684~~ per kW-Month of Supplemental Billing Demand (Supplemental Billing Demand Charge)

Energy Charge:

~~1.463228~~¢ per Supplemental kWh

DEFINITIONS OF THE USE PERIODS: All time periods stated in clock time. (Meters are programmed to automatically adjust for changes from standard to daylight saving time and vice-versa.)

	<u>April 1 - October 31</u>	<u>November 1 - March 31</u>
<u>Peak Hours:</u> (Monday-Friday)	12:00 Noon - 9:00 PM	6:00 AM - 10:00 AM and 6:00 PM - 10:00 PM

Off-Peak Hours: All other weekday hours, and all hours on Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be off-peak.

BILLING UNITS:

Demand Units: Metered Demand - The highest measured 30-minute interval kW demand served by the company during the month.

Site Load - The highest kW total of Customer generation plus deliveries by the company less deliveries to the Company, occurring in the same 30-minute interval, during the month.

Normal Generation - The generation level equaled or exceeded by the Customer's generation 10% of the metered intervals during the previous twelve months.

Supplemental Billing Demand - The amount, if any, by which the highest Site Load during any 30-minute interval in the month exceeds Normal Generation, but no greater than Metered Demand.

Continued to Sheet No. 6.640

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: ~~January 1, 2025~~



FOURTH-FIFTH REVISED SHEET NO. 6.645
CANCELS ~~THIRD-FOURTH~~ REVISED SHEET NO. 6.645

Continued from Sheet No. 6.640

EMERGENCY RELAY POWER SUPPLY CHARGE: The monthly charge for emergency relay power supply service shall be ~~96¢~~**\$1.01** per kW of Supplemental Demand and Standby Demand. This charge is in addition to the compensation the customer must make to the Company as a contribution-in-aid of construction.

POWER FACTOR: When the average power factor during the month is less than 85%, the monthly bill will be increased ~~0.203214¢~~ for each kVARh by which the reactive energy numerically exceeds 0.619744 times the billing energy. When the average power factor during the month is greater than 90%, the monthly bill will be decreased ~~0.402108¢~~ for each kVARh by which the reactive energy is numerically less than 0.484322 times the billing energy.

FUEL CHARGE: See Sheet Nos. 6.020 and 6.022. Note: Standby fuel charges shall be based on the time of use (i.e., peak and off-peak) fuel rates for Rate Schedule SBLDSU. Supplemental fuel charges shall be based on the standard fuel rate for Rate Schedule SBLDSU.

ENERGY CONSERVATION RECOVERY CHARGE: See Sheet Nos. 6.021 and 6.022.

CAPACITY RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.022.

CLEAN ENERGY TRANSITION MECHANISM: See Sheet Nos. 6.023 and 6.025.

ENVIRONMENTAL RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.022.

FLORIDA GROSS RECEIPTS TAX: See Sheet No. 6.023.

FRANCHISE FEE CHARGE: See Sheet No. 6.023.

PAYMENT OF BILLS: See Sheet No. 6.023.

STORM SURCHARGE: See Sheet No. 6.024.

STORM PROTECTION PLAN RECOVERY CHARGE: See Sheet Nos. 6.021 and 6.023.

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: ~~March 1, 2025~~



FOURTH-FIFTH REVISED SHEET NO. 6.650
CANCELS **THIRD-FOURTH** REVISED SHEET NO. 6.650

**TIME-OF-DAY
STANDBY AND SUPPLEMENTAL SERVICE
LARGE-DEMAND
PRIMARY
(OPTIONAL)**

SCHEDULE: SBLDTPR

AVAILABLE: Entire service area.

APPLICABLE: To all primary voltage served customers with a registered demand of 1000 kW or above once in the last 12 months. Customer must take service at the primary voltage level. Required for all applicable self-generating Customers whose generating capacity in kilowatts (exclusive of emergency generation equipment) exceeds 20% of their site load in kilowatts. Also available to all applicable self-generating Customers whose generating capacity in kilowatts does not exceed 20% of their site load in kilowatts, but who agree to all the terms and conditions of this rate schedule. Resale not permitted.

CHARACTER OF SERVICE: A-C; 60 cycles; 3 phase; at primary voltage.

LIMITATION OF SERVICE: A Customer taking service under this tariff must sign a Tariff Agreement for the Purchase of Standby and Supplemental Service. (See Sheet No. 7.600)

RATES:

Daily Basic Service Charge: ~~\$21.71~~22.90 a day

CHARGES FOR STANDBY SERVICE:

Demand Charge:

~~\$2.84~~3.00 per kW/Month of Standby Demand
(Local Facilities Reservation Charge)
plus the greater of:
~~\$1.64~~70 per kW/Month of Standby Demand
(Power Supply Reservation Charge) or
~~\$0.64~~68 per kW/Day of Actual Standby Billing Demand
(Power Supply Demand Charge)

Energy Charge:

~~0.90~~8958¢ per Standby kWh

Continued to Sheet No. 6.655

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: ~~January 1,~~2025



FOURTH-FIFTH REVISED SHEET NO. 6.655
CANCELS ~~THIRD-FOURTH~~ REVISED SHEET NO. 6.655

Continued from Sheet No. 6.650

CHARGES FOR SUPPLEMENTAL SERVICE

Demand Charge:

~~\$ 3.934.15~~ per kW-Month of Supplemental Demand (Supplemental Billing Demand Charge), plus
~~\$ 9.49710.01~~ per kW-Month of Supplemental Peak Demand (Supplemental Peak Billing Demand Charge)

Energy Charge:

~~1.679771¢~~ per Supplemental kWh during peak hours
~~0.898947¢~~ per Supplemental kWh during off-peak hours

DEFINITIONS OF THE USE PERIODS: All time periods stated in clock time. (Meters are programmed to automatically adjust for changes from standard to daylight saving time and vice-versa.)

	<u>April 1 - October 31</u>	<u>November 1 - March 31</u>
<u>Peak Hours:</u>	12:00 Noon - 9:00 PM	6:00 AM - 10:00 AM
<u>(Monday-Friday)</u>		and
		6:00 PM - 10:00 PM

Off-Peak Hours: All other weekday hours, and all hours on Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be off-peak.

BILLING UNITS:

Demand Units: Metered Demand - The highest measured 30-minute interval kW demand served by the Company during the month.

Metered Peak Demand - The highest 30-minute interval kW demand served by the Company during the peak hours.

Site Load - The highest kW total of Customer generation plus deliveries by the company less deliveries to the company, occurring in the same 30-minute interval, during the month.

Peak Site Load - The highest 30-minute customer generation plus deliveries by the Company less deliveries to the Company during the peak hours.

Normal Generation - The generation level equaled or exceeded by the customer's generation 10% of the metered intervals during the previous twelve months.

Continued to Sheet No. 6.660

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: ~~January 1, 2025~~



FOURTH-FIFTH REVISED SHEET NO. 6.665
CANCELS ~~THIRD-FOURTH~~ REVISED SHEET NO. 6.665

Continued from Sheet No. 6.660

METERING VOLTAGE ADJUSTMENT: When the customer takes energy metered at subtransmission or higher voltage, a discount of 1% will apply to the Demand Charges, Energy Charges, Power Factor Billing and Emergency Relay Power Supply Charge.

POWER FACTOR: When the average power factor during the month is less than 85%, the monthly bill will be increased 0.~~203214~~¢ for each kVARh by which the reactive energy numerically exceeds 0.619744 times the billing energy. When the average power factor during the month is greater than 90%, the monthly bill will be decreased 0.~~102108~~¢ for each kVARh by which the reactive energy is numerically less than 0.484322 times the billing energy.

EMERGENCY RELAY POWER SUPPLY CHARGE: The monthly charge for emergency relay power supply service shall be ~~96¢~~\$1.01 per kW of Supplemental Demand and Standby Demand. This charge is in addition to the compensation the customer must make to the Company as a contribution-in-aid of construction.

FUEL CHARGE: See Sheet Nos. 6.020 and 6.022.

ENERGY CONSERVATION RECOVERY CHARGE: See Sheet Nos. 6.021 and 6.022.

CAPACITY RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.022.

CLEAN ENERGY TRANSITION MECHANISM: See Sheet Nos. 6.023 and 6.025.

ENVIRONMENTAL RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.022.

FLORIDA GROSS RECEIPTS TAX: See Sheet No. 6.023.

FRANCHISE FEE CHARGE: See Sheet No. 6.023.

PAYMENT OF BILLS: See Sheet No. 6.023.

STORM SURCHARGE: See Sheet No. 6.024.

STORM PROTECTION PLAN RECOVERY CHARGE: See Sheet Nos. 6.021 and 6.023.

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: ~~March 1, 2025~~



FOURTH-FIFTH REVISED SHEET NO. 6.670
CANCELS ~~THIRD-FOURTH~~ REVISED SHEET NO. 6.670

**TIME-OF-DAY
STANDBY AND SUPPLEMENTAL SERVICE
LARGE-DEMAND
SUBTRANSMISSION
(OPTIONAL)**

SCHEDULE: SBLDTSU

AVAILABLE: Entire service area.

APPLICABLE: To all subtransmission voltage served customers with a registered demand of 1000 kW or above once in the last 12 months. Customer must take service at the subtransmission voltage level. Required for all applicable self-generating Customers whose generating capacity in kilowatts (exclusive of emergency generation equipment) exceeds 20% of their site load in kilowatts and who take service from the utility. Also available to all applicable self-generating Customers whose generating capacity in kilowatts does not exceed 20% of their site load in kilowatts, but who agree to all the terms and conditions of this rate schedule. Resale not permitted.

CHARACTER OF SERVICE: A-C; 60 cycles; 3 phase; at subtransmission voltage.

LIMITATION OF SERVICE: A Customer taking service under this tariff must sign a Tariff Agreement for the Purchase of Standby and Supplemental Service. (See Sheet No. 7.600)

RATES:

Daily Basic Service Charge: \$ ~~127.55~~134.63 per day

CHARGES FOR STANDBY SERVICE:

Demand Charge:

\$ ~~1.34~~38 per kW/Month of Standby Demand
(Local Facilities Reservation Charge)
plus the greater of:
\$ ~~1.47~~55 per kW/Month of Standby Demand
(Power Supply Reservation Charge) or
\$ ~~0.58~~61 per kW/Day of Actual Standby Billing Demand
(Power Supply Demand Charge)

Energy Charge:

~~0.8669~~14¢ per Standby kWh

Continued to Sheet No. 6.675

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: ~~January 1,~~2025



FOURTH-FIFTH REVISED SHEET NO. 6.675
CANCELS ~~THIRD-FOURTH~~ REVISED SHEET NO. 6.675

Continued from Sheet No. 6.670

CHARGES FOR SUPPLEMENTAL SERVICE

Demand Charge:

~~\$1.5361~~ per kW/Month of Supplemental Demand (Supplemental Billing Demand Charge), plus
~~\$40.6311.22~~ per kW/Month of Supplemental Peak Demand (Supplemental Peak Billing Demand Charge)

Energy Charge:

~~1.400478¢~~ per Supplemental kWh during peak hours
~~1.089149¢~~ per Supplemental kWh during off-peak hours

DEFINITIONS OF THE USE PERIODS: All time periods stated in clock time. (Meters are programmed to automatically adjust for changes from standard to daylight saving time and vice-versa.)

	<u>April 1 - October 31</u>	<u>November 1 - March 31</u>
<u>Peak Hours:</u> (Monday-Friday)	12:00 Noon - 9:00 PM	6:00 AM - 10:00 AM and 6:00 PM - 10:00 PM

Off-Peak Hours: All other weekday hours, and all hours on Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be off-peak.

BILLING UNITS:

Demand Units:

Metered Demand - The highest measured 30-minute interval kW demand served by the Company during the month.

Metered Peak Demand - The highest measured 30-minute interval kW demand served by the Company during the peak hours.

Site Load - The highest kW total of Customer generation plus deliveries by the company less deliveries to the company, occurring in the same 30-minute interval, during the month.

Peak Site Load - The highest 30-minute customer generation plus deliveries by the Company less deliveries to the Company during the peak hours.

Normal Generation - The generation level equaled or exceeded by the customer's generation 10% of the metered intervals during the previous twelve months.

Continued to Sheet No. 6.680

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: ~~January 1, 2025~~



FOURTH-FIFTH REVISED SHEET NO. 6.685
CANCELS ~~THIRD-FOURTH~~ REVISED SHEET NO. 6.685

Continued from Sheet No. 6.680

EMERGENCY RELAY POWER SUPPLY CHARGE: The monthly charge for emergency relay power supply service shall be ~~96¢~~**\$1.01** per kW of Supplemental Demand and Standby Demand. This charge is in addition to the compensation the customer must make to the Company as a contribution-in-aid of construction.

POWER FACTOR: When the average power factor during the month is less than 85%, the monthly bill will be increased 0.~~203214~~**¢** for each kVARh by which the reactive energy numerically exceeds 0.619744 times the billing energy. When the average power factor during the month is greater than 90%, the monthly bill will be decreased 0.~~402108~~**¢** for each kVARh by which the reactive energy is numerically less than 0.484322 times the billing energy.

FUEL CHARGE: See Sheet Nos. 6.020 and 6.022.

ENERGY CONSERVATION RECOVERY CHARGE: See Sheet Nos. 6.021 and 6.022.

CAPACITY RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.022.

CLEAN ENERGY TRANSITION MECHANISM: See Sheet Nos. 6.023 and 6.025.

ENVIRONMENTAL RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.022.

FLORIDA GROSS RECEIPTS TAX: See Sheet No. 6.023.

FRANCHISE FEE CHARGE: See Sheet No. 6.023.

PAYMENT OF BILLS: See Sheet No. 6.023.

STORM SURCHARGE: See Sheet No. 6.024.

STORM PROTECTION PLAN RECOVERY CHARGE: See Sheet Nos. 6.021 and 6.023.

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: ~~March 1, 2025~~



FOURTEENTH-FIFTEENTH REVISED SHEET NO. 8.070
CANCELS ~~THIRTEENTH-FOURTEENTH~~ REVISED SHEET
NO. 8.070

Continued from Sheet No. 8.061

CHARGES/CREDITS TO QUALIFYING FACILITY

A. Basic Service Charges

A Basic Service Charge will be rendered for maintaining an account for a Qualifying Facility engaged in either an As-Available Energy or Firm Capacity and Energy transaction and for other applicable administrative costs. Actual charges will depend on how the QF is interconnected to the Company.

QFs not directly interconnected to the Company, will be billed \$990 monthly as a Basic Service Charge.

Daily Basic Service charges, applicable to QFs directly interconnected to the Company, by Rate Schedule are:

<u>Rate Schedule</u>	<u>Basic Service Charge (\$)</u>	<u>Rate Schedule</u>	<u>Basic Service Charge (\$)</u>
RS	0.4345	GST	0.6366
GS	0.6366	GSDT (secondary)	1.0612
GSD (secondary)	1.0612	GSDT (primary)	41.5412.17
GSD (primary)	41.5412.17	GSDT (subtrans.)	35.2337.16
GSD (subtrans.)	35.2337.16	SBDT (secondary)	1.0612
SBD (secondary)	1.0612	SBDT (primary)	41.5412.17
SBD (primary)	41.5412.17	SBDT (subtrans.)	35.2337.16
SBD (subtrans.)	35.2337.16	GSLDTPR	20.8922.03
GSLDPR	20.8922.03	GSLDTSU	426.72133.76
GSLDSU	426.72133.76	SBLDTPR	24.7422.90
SBLDPR	24.7422.90	SBLDTSU	427.134.5563
SBLDSU	427.55134.63		

When appropriate, the Basic Service Charge will be deducted from the Qualifying Facility's monthly payment. A statement of the charges or payments due the Qualifying Facility will be rendered monthly. Payment normally will be made by the twentieth business day following the end of the billing period.

Continued to Sheet No. 8.071

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: January 1, 2025



SEVENTH-EIGHTH REVISED SHEET NO. 8.312
CANCELS SIXTH-SEVENTH REVISED SHEET NO. 8.312

Continued from Sheet No. 8.308

Should the CEP elect a Net Billing Arrangement, the hourly net capacity and energy sales delivered to the purchasing utility shall be purchased at the utility's avoided capacity and energy rates, where applicable, in accordance with FPSC Rules 25-17.0825 and 25-17.0832, F.A.C. Purchases from the interconnecting utility shall be billed at the retail rate schedule, under which the CEP load would receive service as a customer of the utility.

Although a billing option may be changed in accordance with FPSC Rule 25-17.082, F.A.C., the Contracted Capacity may only change through mutual negotiations satisfactory to the CEP and the Company.

Basic Service charges that are directly attributable to the purchase of firm capacity and energy from the CEP are deducted from the CEP's total monthly payment. A statement covering the charges and payments due the CEP is rendered monthly and payment normally is made by the 20th business day following the end of the Monthly Period.

CHARGES/CREDITS TO THE CEP:

- Basic Service Charges:** A Basic Service Charge will be rendered for maintaining an account for the CEP engaged in either an As-Available Energy or firm capacity and energy transaction and for other applicable administrative costs. Actual charges will depend on how the CEP is interconnected to the Company.

CEPs not directly interconnected to the Company, will be billed \$990 monthly as a Basic Service Charge.

Daily Basic Service charges, applicable to CEPs directly interconnected to the Company, by Rate Schedule are:

<u>Rate Schedule</u>	<u>Basic Service Charge (\$)</u>	<u>Rate Schedule</u>	<u>Basic Service Charge (\$)</u>
RS	0.4345	GST	0.6366
GS	0.6366	GSDT (secondary)	1.0612
GSD (secondary)	1.0612	GSDT (primary)	44.5412.17
GSD (primary)	44.5412.17	GSDT (subtrans.)	35.2337.16
GSD (subtrans.)	35.2337.16	SBDT (secondary)	1.0612
SBD (secondary)	1.0612	SBDT (primary)	44.5412.17
SBD (primary)	44.5412.17	SBDT (subtrans.)	35.2337.16
SBD (subtrans.)	35.2337.16	GSLDTPR	20.8922.03
GSLDPR	20.8922.03	GSLDTSU	426.72133.76
GSLDSU	426.72133.76	SBLDTPR	24.7422.90
SBLDPR	24.7422.90	SBLDTSU	427.134.5563
SBLDSU	427.134.5563		

Continued to Sheet No. 8.314

ISSUED BY: A. D Collins, President

DATE EFFECTIVE: January 1, 2025

Item 6

State of Florida



Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

DATE: October 23, 2025

TO: Office of Commission Clerk (Teitzman)

FROM: Division of Economics (Nguyen, Hampson) *EDD*
Office of the General Counsel (Bloom) *JSC*

RE: Docket No. 20250107-GU – Petition for approval of swing service rider rates for January through December 2026, by Florida Public Utilities Company.

AGENDA: 11/04/25 – Regular Agenda – Tariff Filing – Interested Persons May Participate

COMMISSIONERS ASSIGNED: All Commissioners

PREHEARING OFFICER: Administrative

CRITICAL DATES: 05/02/26 (8-Month Effective Date)

SPECIAL INSTRUCTIONS: None

Case Background

On September 2, 2025, Florida Public Utilities Company (FPUC or utility) filed a petition for approval of revised swing service rider rates and associated tariffs for the period January through December 2026. The swing service rider is a cents per therm charge that is included in the monthly gas bill of transportation customers, who purchase gas from third party marketers, and therefore do not pay the Purchased Gas Adjustment (PGA) charge.¹ FPUC is a local natural gas distribution company (LDC) subject to the regulatory jurisdiction of the Commission pursuant to Chapter 366, Florida Statutes (F.S.).

¹ The PGA charge is set by the Commission in the annual PGA cost recovery clause proceeding.

The Commission first approved FPUC's swing service rider tariff by Order No. PSC-16-0422-TRF-GU (2016 Order).² The swing service rider requires FPUC to file an annual petition to recalculate the swing service rider rates based on the utility's actual interstate capacity costs and the most recent 12 months of usage data. Furthermore, the swing service order requires FPUC to incorporate the calculated revenues from the swing service rider as a credit to the PGA proceeding for the concurrent year. The January through December 2025 swing service rider rates were approved in Order No. PSC-2024-0487-TRF-GU.³ The proposed modifications to the swing service rider rate schedule are included in Attachment A to the recommendation.

During the October 2025 Agenda, the Commission voted to suspend the proposed swing service rider tariffs for further review by staff. During evaluation of the petition, staff issued one data request to the utility, for which responses were received October 1, 2025.⁴ Staff also sent an email to ask follow up questions about the marginal increase from 2024 to 2025 for the Peninsula Pipeline contracts on October 14, 2025, after which the company sent a response on October 15, 2025.⁵ This is staff's recommendation to approve the proposed 2026 swing service rider rates and associated tariffs. The Commission has jurisdiction over this matter pursuant to Sections 366.04, 366.041, 366.05, and 366.06, F.S.

² Order No. PSC-16-0422-TRF-GU, issued October 3, 2016, in Docket No. 160085-GU, *In re: Joint petition for approval of swing service rider, by Florida Public Utilities Company, Florida Public Utilities Company-Indiantown Division, Florida Public Utilities Company-Fort Meade, and Florida Division of Chesapeake Utilities Corporation.*

³ Order No. PSC-2024-0487-TRF-GU, issued November 25, 2024, in Docket No. 20240135-GU, *In re: Petition for approval of swing service rider, by Florida Public Utilities Company, Florida Public Utilities Company-Indiantown Division, Florida Public Utilities Company-Fort Meade, and Florida Division of Chesapeake Utilities Corporation.*

⁴ Document No. 14140-2025, filed October 1, 2025.

⁵ Document No. 14637-2025, filed October 17, 2025.

Date: October 23, 2025

Discussion of Issues

Issue 1: Should the Commission approve the utility's proposed swing service rider rates and associated tariffs for the period January through December 2026?

Recommendation: Yes, the Commission should approve the proposed swing service rider rates for the period January through December 2026, as provided in Attachment A to the recommendation. FPUC's proposed swing service rider reflects the updated cost of swing service for transportation customers. Staff reviewed the total projected intrastate capacity costs and verified that the costs included are appropriate. Furthermore, the methodology for calculating the swing service rider rates is consistent with the 2016 Order. (Nguyen)

Staff Analysis: The utility incurs intrastate capacity costs when it transports natural gas on intrastate pipelines (i.e., pipelines operating within Florida only). The utility has two types of natural gas customers: sales and transportation. Sales customers are primarily residential and small commercial customers that purchase natural gas from an LDC and receive allocations of intrastate capacity costs through the PGA charge. Transportation customers receive natural gas from third party marketers, known as shippers and, therefore, do not pay the PGA charge to the LDC.⁶ The swing service rider allows FPUC to recover allocations of intrastate capacity costs from transportation customers.

Updated 2026 Swing Service Rider Rates

The updated 2026 swing service rider rates were calculated based on the same methodology approved in the 2016 Order. As stated in paragraph 7 of FPUC's petition, the intrastate capacity costs, other related costs, and LDC-LDC interconnects for the period July 2024 through June 2025 are \$37,509,443, compared to \$30,003,382, for the period July 2023 through June 2024.

The total intrastate capacity costs reflect payments by FPUC to intrastate pipelines for the transportation of natural gas, pursuant to Commission-approved transportation agreements. In addition, FPUC's other intrastate capacity cost changes include payments associated with legal and consulting fees, software to manage forecasting, usage tracking, and market tracking.⁷ Of the intrastate pipeline costs, \$7,367,169 will be recovered through special contracts. The remaining costs of \$30,142,275 will be recovered during the period January 1, 2026 through December 31, 2026.

Updated Swing Service Costs

The increase in cost recovered for the swing service rider can be mainly contributed to the addition of an increase in operational projects undertaken by Peninsula and two new contracts. In the response to staff's first data request, FPUC states Peninsula pipeline provides gas transportation services to FPUC. FPUC then explained in the response received on October 15, 2025, that five Commission-approved pipeline expansion projects became operational in the current year, causing a \$5.2 million increase. Another \$1.2 million is due to three other Peninsula

⁶ The Commission does not regulate the shippers or their charges for the gas commodity.

⁷ See direct testimony of witness Diana Williams on behalf of FPUC, filed on September 2, 2025, Document No. 08618-2025, in Docket No. 20250107-GU, Page 4.

Date: October 23, 2025

projects being in-service for a full year, rather than the partial year in-service from July 2023 to June 2024.

One of the new contracts was to Nassau County Tampa Electric Company, which FPUC clarified is for Peoples Gas to provide firm transportation capacity service for a limited duration allowing FPUC access to potentially cheaper, less volatile and more liquid gas supply at an alternate receipt location.⁸ The second new contract reflects renewable natural gas (RNG) purchases from BP RNG. FPUC entered into an agreement with BP to buy RNG that has been stripped of its environmental attributes. The gas supply is purchased at prevailing commodity market index pricing.

Calculation of Swing Service Charges

The utility used actual therm usage data for the period July 2024 through June 2025 to allocate the intrastate capacity costs. Based on the usage data, staff agrees that the appropriate split for allocating the cost is 68.14 percent, or \$20,538,170, to transportation customers and 31.86 percent, or \$9,604,104, to PGA customers, as demonstrated on page 3 of the instant petition. The sales customers' share of the cost of \$9,604,104 is embedded in the PGA.

The transportation customers' share of \$20,538,170 is allocated to the various transportation rate schedules based on the percent of peak and average usage.⁹ These costs were then divided by the rate schedule's actual billed volumes to calculate the cost recovery factor to be billed directly to the transportation customers as the swing service rider rates.

Credit to the PGA

The total intrastate capacity costs are embedded in the PGA with the projected 2026 swing service rider revenues incorporated as a credit in the calculation of the 2026 PGA. On page 3 of the instant petition, FPUC states, the amount credited to the 2026 PGA is \$20,538,170 plus \$7,367,169 received from special contract customers, for a total of \$27,905,339.

Conclusion

After reviewing the information provided in the petition and in response to staff's data request, staff recommends that the Commission should approve the proposed swing service rider rates for the period January through December 2026, as provided in Attachment A to the recommendation. FPUC's proposed swing service rider reflects the updated cost of swing service for transportation customers. Staff reviewed the total projected intrastate capacity costs and verified that the costs included are appropriate. Furthermore, the methodology for calculating the swing service rider rates is consistent with the 2016 Order.

⁸ Document No. 14140-2025, filed October 1, 2025.

⁹ See direct testimony of witness Diana Williams on behalf of FPUC, filed on September 2, 2025, Document No. 08618-2025, in Docket No. 20250107-GU, Page 3, line 13 through 18.

Date: October 23, 2025

Issue 2: Should this docket be closed?

Recommendation: Yes. If Issue 1 is approved and a protest is filed within 21 days of the issuance of the order, the tariff should remain in effect, with any revenues held subject to refund, pending resolution of the protest. If no timely protest is filed, this docket should be closed upon the issuance of a consummating order. (Bloom)

Staff Analysis: Yes. If Issue 1 is approved and a protest is filed within 21 days of the issuance of the order, the tariff should remain in effect, with any revenues held subject to refund, pending resolution of the protest. If no timely protest is filed, this docket should be closed upon the issuance of a consummating order.

Florida Public Utilities Company
FPSC Tariff
Original Volume No. 2

~~Second-Third~~ Revised Sheet No. 7.407
Cancels ~~First-Second~~ Sheet No. 7.407

SWING SERVICE RIDER

Applicability:

The bill for Transportation Service supplied to a Customer in any Billing Period shall be adjusted as follows:

The Swing Service factors for the period from the first billing cycle for each Company Operating Unit for the period of January 202~~6~~⁵ through the last billing cycle for December 202~~6~~⁵ are as follows:

<u>Rate Schedule</u>	<u>Rates per Therm</u>
REST-1	\$0. 1952 <u>2663</u>
REST-2	\$0. 2000 <u>2779</u>
REST-3	\$0. 2324 <u>3148</u>
GTS-1	\$0. 1738 <u>2499</u>
GTS-2	\$0. 1780 <u>2391</u>
GTS-3	\$0. 1773 <u>2369</u>
GTS-4	\$0. 1783 <u>2409</u>
GTS-5	\$0. 1768 <u>2392</u>
GTS-6	\$0. 1664 <u>2355</u>
GTS-7	\$0. 1694 <u>1760</u>
GTS-8A	\$0. 1568 <u>2148</u>
GTS-8B	\$0. 1574 <u>2079</u>
GTS-8C	\$0. 1634 <u>2074</u>
GTS-8D	\$0. 1639 <u>2266</u>
COM-OLT	\$0. 1367 <u>2226</u>

Definitions

This surcharge allocates a fair portion of Upstream Capacity Costs and expenses associated with the provision of Swing Service to transportation Customers in accordance with FPSC approval.

Issued by: Jeffrey Sylvester, Chief Operating Officer
Florida Public Utilities Company

Effective: JAN 01 2026

Item 7

State of Florida



Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

DATE: October 23, 2025

TO: Office of Commission Clerk (Teitzman)

FROM: Division of Economics (Bethea, Bruce) *JP*
Division of Accounting and Finance (G. Kelley) *MC*
Office of the General Counsel (Imig, Augspurger) *SPS*

RE: Docket No. 20250013-WS – Application for staff-assisted rate case in Highlands County, by LP Waterworks, Inc.

AGENDA: 11/04/25 – Regular Agenda – Proposed Agency Action – Interested Persons May Participate

COMMISSIONERS ASSIGNED: All Commissioners

PREHEARING OFFICER: Graham

CRITICAL DATES: None

SPECIAL INSTRUCTIONS: None

Case Background

At its September 4, 2025 Agenda Conference, the Florida Public Service Commission (Commission) approved a rate increase for LP Waterworks, Inc. (LP or utility) in this staff-assisted rate case (SARC). The approved revenue requirements were \$197,112 for water and \$149,156 for wastewater, which increased the staff adjusted test year operating revenues by \$6,911 (3.63 percent) for water and \$6,044 (4.22 percent) for wastewater. The rates approved were a result of the percentage increases, adjusted for the removal of miscellaneous revenues, applied across-the-board to the utility's rates at the time of filing.

However, on September 18, 2025, the utility's representative notified staff that the test year operating revenues were overstated because staff did not consider adjustments the utility had made to the test year billing determinants. Staff determined that the utility was correct and the

adjustments to remove duplicate bills had been inadvertently overlooked. As a result of the test year operating revenues being overstated, the percentage increase to achieve the revenue requirement was understated. Because the rates approved by the Commission were determined by applying the percentage as an across-the-board increase to the utility's existing rates, the rates will not allow the utility to generate the revenue requirements for water and wastewater approved by the Commission at the September 4, 2025 Agenda Conference. Due to the need of correcting the rates, a PAA Order regarding Commission approval of the proposed rates at the September 4, 2025 Agenda Conference has not been issued yet.

This recommendation addresses the correction of LP's test year operating revenues and rates. The Commission has jurisdiction in this case pursuant to Sections 367.011, 367.081, 367.0812, 367.0814, 367.091, and 367.121, Florida Statutes (F.S.).

Date: October 23, 2025

Discussion of Issues

Issue 1: What are the appropriate test year operating revenues and rates for LP Waterworks, Inc.'s water and wastewater systems?

Recommendation: Staff recommends that the appropriate test year operating revenues are \$177,972 for water system and \$135,878 for the wastewater system. Furthermore, staff recommends that the rate increase of 10.97 percent for water and 9.92 percent for wastewater be applied as an across-the-board increase to service rates. The recommended water and wastewater rates are shown on Schedule Nos. 4-A and 4-B, respectively. The utility should file revised tariff sheets and a proposed customer notice to reflect the Commission-approved rates. The approved rates should be effective for service rendered on or after the stamped approval date on the tariff sheets pursuant to Rule 25-30.475(1), Florida Administrative Code (F.A.C.). In addition, the approved rates should not be implemented until staff has approved the proposed customer notice and the notice has been received by the customers. The utility should provide proof of the date notice was given within 10 days of the date of the notice. (Bethea)

Staff Analysis:

Test Year Revenues

During the test year, the utility had a rate change. When there is a rate change in a month, the prorated base facility charge shows up as two bills with a proration of usage for each customer in the utility's billing system. The duplicate bills will overstate the operating revenues. The prorated usage will understate the operating revenues for a tiered rate structure because the total usage would not be reflected in the appropriate tier. LP's adjustments included in its application for a SARC had corrected the duplicate bills; however in reviewing the billing analysis in preparation for writing this recommendation, staff determined that LP did not adjust the usage. Staff adjusted the billing determinants and billing analysis to correct the issues that take place when there is a rate change during the month.

Annualizing the operating revenues using the rates at the time of filing and the revised billing determinants, staff determined test year service revenues should be \$174,455 for water and \$133,899 for wastewater. The utility recorded service revenues of \$167,675 for water and \$124,080 for wastewater. The corrections discussed above result in an increase to service revenues of \$6,780 ($\$174,455 - \$167,675$) for water and \$9,819 ($\$133,899 - \$124,080$) for wastewater. Staff recommends no change to the miscellaneous revenues of \$3,517 for the water system and \$1,979 for the wastewater system as approved at the September 4, 2025 Agenda Conference.

Based on the above, the appropriate test year operating revenues for LP's water system are \$177,972 ($\$174,455 + \$3,517$) and \$135,878 ($\$133,899 + \$1,979$) for the wastewater system.

Water and Wastewater Rates

Staff's adjustment to the billing determinants and test year operating revenues did not change the revenue requirement of \$197,112 for water and \$149,156 for wastewater approved at the September 4, 2025 Agenda Conference. However, the difference between the revised test year operating revenues and the approved revenue requirement results in a higher revenue increase

and percentage increase. As shown on Schedule Nos. 3-A and 3-B, the revenue increase is \$19,140 (10.75 percent) and \$13,279 (9.77 percent) for wastewater. Schedule No. 3-C reflects the related fall out adjustments to operating revenues and taxes other than income for regulatory assessment fees.

To determine the appropriate percentage increase to apply to the water and wastewater service rates, miscellaneous revenues should be removed from the test year operating revenues.

<u>Water</u>	
Total Test Year Revenues	\$177,972
Less: Miscellaneous Revenues	\$3,517
Test Year Revenues from Service Rates	\$174,455
Revenues Increase	\$19,140
% Service Rate Increase (Line 4/ Line 3)	10.97%

<u>Wastewater</u>	
Total Test Year Revenues	\$135,878
Less: Miscellaneous Revenues	\$1,979
Test Year Revenues from Service Rates	\$133,899
Revenues Increase	\$13,279
% Service Rate Increase (Line 4/ Line 3)	9.92%

Based on the above, the appropriate test year operating revenues for LP's water system are \$177,972 (\$174,455 + \$3,517) and \$135,878 (\$133,899 + \$1,979) for the wastewater system. Furthermore, staff recommends that the rate increase of 10.97 percent for water and 9.92 percent for wastewater be applied as an across-the-board increase to service rates. The recommended water and wastewater rates are shown on Schedule Nos. 4-A and 4-B, respectively. The utility should file revised tariff sheets and a proposed customer notice to reflect the Commission-approved rates. The approved rates should be effective for service rendered on or after the stamped approval date on the tariff sheets pursuant to Rule 25-30.475(1), F.A.C. In addition, the approved rates should not be implemented until staff has approved the proposed customer notice and the notice has been received by the customers. The utility should provide proof of the date notice was given within 10 days of the date of the notice.

Date: October 23, 2025

Issue 2: Should this docket be closed?

Recommendation: No. If no person whose substantial interests are affected by the proposed agency action files a protest within 21 days of the issuance of the order, a consummating order should be issued. The docket should remain open for staff's verification that the revised tariff sheets and customer notice have been filed by the utility and approved by staff. In addition, this docket should remain open until the report with the summary of the results of the customer meeting has been submitted by the utility. Once these actions are complete, this docket should be closed administratively. (Imig)

Staff Analysis: If no person whose substantial interests are affected by the proposed agency action files a protest within 21 days of the issuance of the order, a consummating order should be issued. The docket should remain open for staff's verification that the revised tariff sheets and customer notice have been filed by the utility and approved by staff. In addition, this docket should remain open until the report with the summary of the results of the customer meeting has been submitted by the utility. Once these actions are complete, this docket should be closed administratively.

LP WATERWORKS, INC. TEST YEAR ENDED 10/31/2024 SCHEDULE OF WATER OPERATING INCOME			SCHEDULE NO. 3-A DOCKET NO. 20250013-WS		
	TEST YEAR PER UTILITY	STAFF ADJUST- MENTS	STAFF ADJUSTED TEST YEAR	ADJ. FOR INCREASE	REVENUE REQUIREMENT
1. TOTAL OPERATING REVENUES	\$172,065	\$5,907	\$177,972	\$19,140 10.75%	\$197,112
OPERATING EXPENSES:					
2. OPERATION & MAINTENANCE	\$154,652	\$3,472	\$158,124		\$158,124
3. DEPRECIATION	18,414	(80)	18,334		18,334
4. AMORTIZATION	(7,342)	32	(7,310)		(7,310)
5. TAXES OTHER THAN INCOME	<u>11,523</u>	<u>580</u>	<u>12,103</u>	<u>861</u>	<u>12,964</u>
TOTAL OPERATING EXPENSES	<u>\$177,247</u>	<u>\$4,004</u>	<u>\$181,251</u>	<u>\$861</u>	<u>\$182,112</u>
7. OPERATING INCOME/(LOSS)	(\$5,182)		(\$3,279)		\$15,000
8. WATER RATE BASE	\$180,642	\$15,038	\$195,680		\$195,680
9. OPERATING MARGIN					12.00%

LP WATERWORKS, INC. TEST YEAR ENDED 10/31/2024 SCHEDULE OF WASTEWATER OPERATING INCOME			SCHEDULE NO. 3-B DOCKET NO. 20250013-WS		
	TEST YEAR PER UTILITY	STAFF ADJUST- MENTS	STAFF ADJUSTED TEST YEAR	ADJ. FOR INCREASE	REVENUE REQUIREMENT
1. TOTAL OPERATING REVENUES	\$124,080	\$11,797	\$135,877	\$13,279 9.77%	\$149,156
OPERATING EXPENSES:					
2. OPERATION & MAINTENANCE	\$119,912	\$44	\$119,956		\$119,956
3. DEPRECIATION	11,360	(2,048)	9,312		9,312
4. AMORTIZATION	(2,228)	336	(1,892)		(1,892)
5. TAXES OTHER THAN INCOME	<u>6,282</u>	<u>556</u>	<u>6,837</u>	<u>598</u>	<u>7,435</u>
TOTAL OPERATING EXPENSES	<u>\$135,326</u>	<u>(\$1,112)</u>	<u>\$134,214</u>	<u>\$598</u>	<u>\$134,811</u>
7. OPERATING INCOME/(LOSS)	(\$11,246)		\$1,663		\$14,344
8. WATER RATE BASE	\$149,029	(\$12,323)	\$136,706		\$136,706
9. OPERATING MARGIN					12.00%

LP WATERWORKS, INC. TEST YEAR ENDED 10/31/2024 ADJUSTMENTS TO OPERATING INCOME		SCHEDULE NO. 3-C DOCKET NO. 20250013-WS	
		<u>WATER</u>	<u>WASTEWATER</u>
OPERATING REVENUES			
1.	To reflect adjustments to Service Revenues.	\$16,240	\$17,165
2.	To reflect an auditing adjustment to Miscellaneous Revenues.	1,035	0
3.	To reflect the appropriate test year Service Revenues.	(9,460)	(7,346)
4.	To reflect appropriate test year Miscellaneous Revenues.	<u>(1,908)</u>	<u>1,978</u>
	Total	<u>\$5,907</u>	<u>\$11,797</u>
OPERATION AND MAINTENANCE EXPENSE			
1.	Purchased Power (615/715) To reflect EUW and I&I adjustment.	(\$271)	\$0
	Chemicals Expense (618/718)		
2.	To reflect EUW and I&I adjustment.	(\$39)	\$0
3.	Contractual Services – Other (636/736) To reflect pro forma expense amortized over 5 years.	\$2,550	\$0
4.	Rate Case Expense (665/765) To reflect an auditing adjustment.	\$362	(\$336)
	To reflect 1/4 rate case expense.	<u>449</u>	<u>420</u>
	Subtotal	<u>\$881</u>	<u>\$84</u>
6.	Bad Debt Expense (670/770) To reflect three year average Bad Debt expenses.	\$421	(\$40)
TOTAL OPERATION AND MAINTENANCE ADJUSTMENTS		<u>\$3,472</u>	<u>\$44</u>
DEPREICATION EXPENSE			
	To reflect auditing adjustments.	(\$80)	(\$2,048)
AMORTIZATION EXPENSE (NET)			
	To reflect auditing adjustments.	(\$32)	\$336
TAXES OTHER THAN INCOME			
	To reflect auditing adjustments to property tax.	\$314	\$25
	To reflect appropriate test year RAFs.	266	531
	To reflect appropriate RAFs on the revenue requirement change.	<u>861</u>	<u>598</u>
	Subtotal	<u>\$1,441</u>	<u>\$1,154</u>
TOTAL OPERATING EXPENSE		<u>\$4,865</u>	<u>(\$514)</u>

LP WATERWORKS, INC. TEST YEAR ENDED OCTOBER 31, 2024 MONTHLY WATER RATES		SCHEDULE NO. 4-A DOCKET NO. 20250013-WS	
	UTILITY CURRENT RATES	STAFF RECOMMENDED RATES	4 YEAR RATE REDUCTION
<u>Residential and General Service</u>			
Base Facility Charge by Meter Size			
5/8"X3/4"	\$15.65	\$17.37	\$0.04
3/4"	\$23.48	\$26.06	\$0.06
1"	\$39.13	\$43.43	\$0.10
1-1/2"	\$78.25	\$86.85	\$0.20
2"	\$125.20	\$138.96	\$0.32
3"	\$250.40	\$277.92	\$0.64
4"	\$391.25	\$434.25	\$1.00
6"	\$782.50	\$868.50	\$2.00
Charge per 1,000 gallons - Residential			
0 - 3,000 gallons	\$9.24	\$10.25	\$0.02
Over 3,000 gallons	\$13.86	\$15.38	\$0.04
Charge per 1,000 gallons - General Service	\$10.06*	\$11.16	\$0.03
<u>Private Fire Protection</u>			
5/8"X3/4"	\$1.30	\$1.45	\$0.00
3/4"	\$1.96	\$2.17	\$0.00
1"	\$3.26	\$3.62	\$0.01
1-1/2"	\$6.52	\$7.24	\$0.02
2"	\$10.43	\$11.58	\$0.03
3"	\$20.87	\$23.16	\$0.05
4"	\$32.60	\$36.19	\$0.08
6"	\$65.21	\$72.38	\$0.17
<u>Typical Residential 5/8" x 3/4" Meter Bill Comparison</u>			
1,000 Gallons	\$24.89	\$27.62	
3,000 Gallons	\$43.37	\$48.12	
5,000 Gallons	\$71.09	\$78.88	

*The revision to this rate is a correction of a scrivener's error made to the existing rate in staff's recommendation filed on August 22, 2025.

LP WATERWORKS, INC. TEST YEAR ENDED OCTOBER 31, 2024 MONTHLY WASTEWATER RATES		SCHEDULE NO. 4-B DOCKET NO. 20250013-WS	
	UTILITY CURRENT RATES	STAFF RECOMMENDED RATES	4 YEAR RATE REDUCTION
<u>General Service</u>			
Base Facility Charge by Meter Size			
5/8"X3/4"	\$19.34	\$21.26	\$0.06
3/4"	\$29.01	\$31.89	\$0.09
1"	\$48.35	\$53.15	\$0.15
1-1/2"	\$96.70	\$106.30	\$0.31
2"	\$154.72	\$170.08	\$0.49
3"	\$309.44	\$340.16	\$0.99
4"	\$483.50	\$531.50	\$1.54
6"	\$967.00	\$1,063.00	\$3.08
Charge per 1,000 gallons - General Service	\$12.00	\$13.19	\$0.04
<u>Residential Service</u>			
All Meter Sizes	\$19.34	\$21.26	\$0.06
Charge per 1,000 gallons - Residential Service	\$9.99	\$10.98	\$0.03
6,000 Gallonage Cap			
<u>Typical Residential 5/8" x 3/4" Meter Bill Comparison</u>			
1,000 Gallons	\$29.33	\$32.24	
3,000 Gallons	\$49.31	\$54.20	
5,000 Gallons	\$69.29	\$76.16	