

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Joint petition for approval of territorial agreement between Talquin Electric Cooperative, Inc. and City of Quincy. ) DOCKET NO. 950532-EU  
) ORDER NO. PSC-95-1522-FOF-EU  
) ISSUED: December 11, 1995  
)  
)  
)

The following Commissioners participated in the disposition of this matter:

SUSAN F. CLARK, Chairman  
J. TERRY DEASON  
JOE GARCIA  
JULIA L. JOHNSON  
DIANE K. KIESLING

NOTICE OF PROPOSED AGENCY ACTION  
ORDER APPROVING TERRITORIAL AGREEMENT  
BETWEEN TALQUIN ELECTRIC COOPERATIVE, INC.  
AND THE CITY OF QUINCY

BY THE COMMISSION:

NOTICE IS HEREBY GIVEN by the Florida Public Service Commission that the action discussed herein is preliminary in nature and will become final unless a person whose interests are substantially affected files a petition for a formal proceeding, pursuant to Rule 25-22.029, Florida Administrative Code.

On May 8, 1995, Talquin Electric Cooperative, Inc. (Talquin) and the City of Quincy (Quincy) filed a Joint Petition for Approval of a Territorial Agreement with the Florida Public Service Commission. A copy of the territorial agreement between Talquin and Quincy is attached hereto and incorporated herein. The stated purpose of the territorial agreement is to delineate each utility's respective service area in Gadsden County and to eliminate the potential uneconomic duplication of facilities by these two utilities.

Pursuant to this agreement, no customers will be subject to mandatory transfer. As a result, approximately 29 active residential, 5 active commercial, 7 inactive residential and 7 inactive commercial Talquin accounts will be located in Quincy's service territory. These Talquin customers may request a voluntary transfer to Quincy. Until a transfer is requested, however, these customers will be served by Talquin. Talquin will maintain

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electric facilities used to serve these retail customers. If any of the inactive accounts become active, these accounts will be served by Quincy. All of Quincy's electric facilities to serve retail customers will be located wholly within its delineated service territory.

Talquin notified by a letter all customers who are eligible to receive service from Quincy to inform them of the residential and commercial monthly cost of electricity for the two utilities based on various kilowatt hour usages. Talquin has been contacted by two customers; a residential customer who expressed a desire to remain a Talquin customer and a commercial customer who expressed interest in transferring to Quincy.

To ensure that transferring customers suffer no hardship due to the different deposit requirements of each party, Talquin has agreed to refund deposits to these customers. Quincy will then bill these customers a deposit no greater than the deposit previously charged by Talquin. The capital credits associated with the customers transferring from Talquin to Quincy will be returned on the normal return cycle as if the transferring customers had remained with the cooperative.

We are concerned about the existence of Talquin customers in Quincy's service area, but, we believe the agreement is an improvement over the status quo, and is consistent with our policy of encouraging territorial agreements. To enable us to monitor the status of this agreement, the utilities should advise us of the remaining Talquin customers located in Quincy's service area. Quincy has agreed to submit such a report to us within five years from the date of this Order. Talquin has agreed to assist Quincy in preparing this report. The utilities have also agreed to work cooperatively to ensure that the transfer of Talquin customers to Quincy is achieved in an efficient manner and that there is no uneconomic duplication of facilities during this transition. For these reasons, we find that the territorial agreement is in the public interest and should be approved. The agreement shall be effective on the date of this Order and as Section 5.1 of the agreement provides, it shall remain in effect for a period of fifteen years.

We note that Section 2.2 of the territorial agreement, the provision for interim service, states that neither utility will knowingly serve or offer to serve any new retail customer located within the territorial area of the other utility unless, the other utility requests it in writing. Interim service will be provided on a temporary basis and shall cease when the utility in whose service area the customer is located begins to provide service.

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The utilities agree to seek our approval for all interim service arrangements that last or are expected to last for more than one year.

In addition, Section 2.9 of the agreement requires that approval from the United States Department of Agriculture, the Rural Utilities Service, and the Cooperative Finance Corporation be obtained prior to the transfer of any property from the cooperative to the city. If approval is not obtained from any of these entities, Talquin should notify us.

It is, therefore

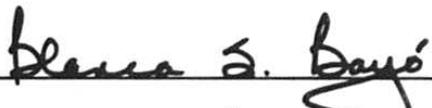
ORDERED by the Florida Public Service Commission that the territorial agreement submitted by Talquin Electric Cooperative, Inc. and the City of Quincy is hereby approved. It is further

ORDERED that the City of Quincy, with assistance from Talquin Electric Cooperative, Inc. shall file a report on the status of this agreement within five years from the date of this Order. It is further

ORDERED that the provisions of this Order, issued as proposed agency action, shall become final and effective unless an appropriate petition, in the form provided by Rule 25-22.036, Florida Administrative Code, is received by the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on the date set forth in the "Notice of Further Proceedings or Judicial Review" attached hereto. It is further

ORDERED that in the event this Order becomes final, this Docket should be closed.

By ORDER of the Florida Public Service Commission, this 11th day of December, 1995.

  
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BLANCA S. BAYÓ, Director  
Division of Records and Reporting

( S E A L )  
VDJ

Commissioner Garcia dissented.  
Commissioner Kiesling dissented.

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.59(4), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

The action proposed herein is preliminary in nature and will not become effective or final, except as provided by Rule 25-22.029, Florida Administrative Code. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, as provided by Rule 25-22.029(4), Florida Administrative Code, in the form provided by Rule 25-22.036(7)(a) and (f), Florida Administrative Code. This petition must be received by the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on January 2, 1996.

In the absence of such a petition, this order shall become effective on the day subsequent to the above date as provided by Rule 25-22.029(6), Florida Administrative Code.

Any objection or protest filed in this docket before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

If this order becomes final and effective on the date described above, any party substantially affected may request judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or by the First District Court of Appeal in the case of a water or wastewater utility by filing a notice of appeal with the Director, Division of Records and Reporting and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days of the effective date of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

A G R E E M E N T

Section 0.1 THIS AGREEMENT, made and entered into this 22<sup>nd</sup> day of March, 1995, 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"), party of the first part, and CITY OF QUINCY, a municipal corporation organized and existing under the laws of the State of Florida (herein called the "CITY"), party of the second part;

W I T N E S S E T H:

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, private individuals, corporations and others, as defined by the laws of Florida, and pursuant to such authority, presently furnishes electricity and power to members and customers in areas of Gadsden County, Florida and elsewhere; 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 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 0.5 WHEREAS, the Florida Public Service Commission has previously recognized that any such duplication of said service facilities results in needless and wasteful expenditures and creates hazardous situations; both being detrimental to the public interest; and

Section 0.6 WHEREAS, the parties hereto desire 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 0.7 WHEREAS, in order to accomplish said area allocation as to future customers the parties have delineated boundary lines in portions of Gadsden County, Florida, hereinafter referred to as "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 0.8 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 0.9 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 indeed in the public interest.

Section 0.10 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 lines described by metes and bounds in Composite Exhibit A-1 and delineated in red on the Gadsden County map included as a part of Composite Exhibit A-1.

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 "Cooperative Territorial Area" on Composite Exhibit A-1.

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" on Composite Exhibit A-1.

Section 1.4 Transmission Lines - As used herein, the term "Transmission Lines" shall mean all transmission lines of either party having a rating of 69 KV or over.

Section 1.5 Distribution Lines - As used herein, the term "Distribution Lines" shall mean all distribution lines of either party having a rating up to but not including 69 KV.

Section 1.6 Primary Distribution Lines - As used herein, the term "Primary Distribution Lines" shall mean all distribution lines of either party having a rating of not less than 601 volts and less than 69,000 volts.

Section 1.7 Secondary Distribution Lines - As used herein, the term "Secondary Distribution Lines" shall mean all distribution lines having a rating of up to and including 600 volts.

Section 1.8 Existing Customers - As used herein, the term "Existing Customers" shall mean persons receiving retail electric service from either COOPERATIVE or CITY at locations for which services are existent on the effective date of this Agreement.

Section 1.9 New Customers - As used herein, the term "New Customers" shall mean those customers applying for electric service during the term of this Agreement at a point of use (service location) in the Territorial Area of either party which has not previously been served by either party.

Section 1.10 Remaining Customers - As used herein, the term "Remaining Customers" shall mean customers of either party whose points of use (service location) are in the Territorial Area of one party but which are receiving service from the other party during the term of this Agreement.

ARTICLE II

AREA ALLOCATIONS AND NEW CUSTOMERS

Section 2.1 Allocations - The Cooperative Territorial Area, as herein defined, will be 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 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 serve or offer to serve a new retail customer located in the Territorial Area of the other party unless, on a temporary basis, such other party shall request it in writing to do so. However, it shall be the responsibility of each party to furnish electric service to all customers located within its Territorial Area either directly or by so requesting the other party to do so. Any such temporary service shall be discontinued when the party in whose service area it is located shall provide such service.

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, unless the proposed recipient of temporary service will join the COOPERATIVE, the COOPERATIVE may decline such request by the CITY, when in the judgement of the COOPERATIVE, the income produced thereby would exceed that percentage of gross income which the COOPERATIVE may

accept from non-members and maintain its tax exempt status.

Section 2.3 Existing Customers - This Agreement is intended to apply to New Customers, as herein defined, and nothing in this Agreement shall be interpreted as precluding either party from continuing to serve all Existing Customers located in the Territorial Area of the other.

Section 2.4 Transfer of Remaining Customers - TALQUIN shall transfer to the CITY any TALQUIN Remaining Customer located in the City's Territorial Area who requests service by the CITY upon acceptance of the Remaining Customer by the CITY. As a condition of such transfer, the CITY shall pay TALQUIN the applicable amount specified in Section 2.6 in the manner provided by Section 2.6 (4) below. The CITY shall transfer to TALQUIN any CITY Remaining Customer located in Talquin's Territorial Area who requests service by TALQUIN upon acceptance of the Remaining Customer by TALQUIN. As a condition of such transfer, TALQUIN shall pay the CITY the applicable amount specified in Section 2.6 in the manner provided in Section 2.6 (4) below. No Remaining Customer shall be subject to transfer when such Remaining Customer has been disconnected for non-payment or until all sums owed by such Remaining customer to the transferring party are paid or satisfactory arrangements for payment have been made with the transferring party.

Section 2.5 Solicitation - Either party may during the term of this Agreement solicit the transfer of Remaining Customers of the other party but neither party shall offer any financial or other incentive to Remaining Customers to encourage said Remaining

Customers to transfer.

Section 2.6 Amount of Payment - For Remaining Customers to be transferred, the party accepting the Remaining Customer shall pay to the party transferring the Remaining Customer an amount equal to:

- (1) The replacement cost (new) of similar construction less depreciation of electric facilities serving the Remaining Customer to be transferred pursuant to agreement between the parties, plus
- (2) An amount equal to the labor, material and overhead costs of constructing any necessary facilities to reintegrate the system of the transferring party outside the disconnected location or locations after detaching the facilities to be sold and transferred to the accepting party, plus
- (3) An amount equal to two and one half (2 1/2) times the annual revenue exclusive of taxes (annual revenue meaning the sum of the billings for electric service to such location for the most recent consecutive or

non-consecutive twelve months in which service is actually served to such location by the transferring party) received by the transferring party from such Remaining Customer location. In the case of Remaining Customer locations billed less than twelve months, annual revenue shall mean the monthly average of such billings multiplied by twelve.

- (4) Such payment as provided for in this agreement shall be made by the accepting party in cash to the transferring party at the time such location is transferred.

Section 2.7 Each party shall be allowed to install additional security lights to a Remaining Customer until such time as the Remaining Customer is acquired by the other party. Security light installations shall not be considered NEW CUSTOMERS.

Section 2.8 Either party gaining customers from the other under the provisions of this agreement will pay for any facilities rendered unusable to the party losing the customers by this acquisition which shall then become the gaining party's facilities. The payment formula is the same formula as described in Section 2.6 (1), (2) and (4). Substation facilities are not included in this provision.

Section 2.9 REA and CFC Approval - Any property transfer from COOPERATIVE to CITY is subject to approval by the United States of America Department of Agriculture, Rural Utilities Service and the Cooperative Finance Corporation.

ARTICLE III

OPERATION AND MAINTENANCE

Section 3.1 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 or are 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 3.2 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 standard engineering practices and providing proper clearances with respect thereto.

ARTICLE IV

PREREQUISITE APPROVAL

Section 4.1 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 a prerequisite to the validity and applicability hereof and neither party shall be bound hereunder until that approval has been obtained.

Section 4.2 Liability in the Event of Disapproval - In the event approval pursuant to Section 4.1, is not obtained, neither party will have an action against the other arising under this Agreement.

ARTICLE V

DURATION

Section 5.1 This Agreement shall continue and remain in effect for a period of fifteen (15) years from the date of the Florida Public Service Commission's Order approving this Agreement.

ARTICLE VI

CONSTRUCTION OF AGREEMENT

Section 6.1 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 eliminate and avoid the needless and wasteful expenditures and potentially hazardous situations which would otherwise result from unrestrained competition between the parties operating in overlapping service areas.

ARTICLE VII

MISCELLANEOUS

Section 7.1 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 and hereto attached and signed by both parties.

Section 7.2 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 the Agreement or any provisions or conditions herein contained shall inure to the sole benefit of and shall be binding only upon the parties hereto and their respective representatives, successors and assigns.

Section 7.3 Notices - Notices given hereunder shall be deemed to have been given to the COOPERATIVE if mailed by certified mail, postage prepaid to: Manager, Talquin Electric Cooperative, Inc., P. O. Box 1679, Quincy, Florida 32353-1679 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.

IN WITNESS WHEREOF, this Agreement has been caused to be 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 Mayor, duly authorized thereto by a resolution of the Quincy City Commission

adopted on the 28th day of February, 1995, 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.

ATTEST:

TALQUIN ELECTRIC COOPERATIVE, INC.

Bernard Lewis  
Secretary

By Colin English  
President

(Corporate Seal)

ATTEST:

CITY OF QUINCY

Sylvia Hlick  
City Clerk

By Anthony W. [Signature]  
Mayor

(Corporate Seal)

~~\_\_\_\_\_  
Secretary~~                      ~~\_\_\_\_\_  
President~~

~~(Corporate Seal)~~

CITY OF QUINCY/TALQUIN ELECTRIC COOPERATIVE, INC.  
TERRITORIAL BOUNDARY

Begin at the intersection of the centerlines of Moore Road and County Road 268 also known as High Bridge Road situated in Section 29, Township 2 North, Range 3 West, Gadsden County, Florida; thence North along the centerline of Moore Road to the southeast corner of the southwest quarter of the southeast quarter of Section 20, Township 2 North, Range 3 West; thence East along the northern boundaries of Sections 29 and 28, Township 2 North, Range 3 West to the centerline of an existing CSX Transportation Railroad; thence Southeasterly along the centerline of said CSX Transportation Railroad to the northern right-of-way boundary of Interstate 10; thence East along said right-of-way boundary to the centerline of an existing river known as "Little River"; thence meandering Northeasterly and Northerly along the centerline of said river to the northeast corner of Section 22, Township 2 North, Range 3 West; thence North along the eastern boundaries of Sections 15 and 10, Township 2 North, Range 3 West to the northeast corner of the southeast quarter of said Section 10; thence West along the northern boundaries of the south-half of Sections 10 and 9, Township 2 North, Range 3 West to a point being the southwest property corner of that parcel of property described in Official Record Book 262, Page 722 of the Public Records of Gadsden County, Florida; thence Northeasterly along the northwestern property line of said parcel to the western boundary of an unrecorded subdivision known as Deerwood Subdivision; thence Northwesterly, Northeasterly, Northerly, Easterly and Northerly along the western boundary of said subdivision and a prolongation of said western boundary to a point being the centerline of State Road 12; thence Southeasterly along said centerline to a point being the western boundary of Section 3, Township 2 North, Range 3 West also being the eastern boundary of Section 4, Township 2 North, Range 3 West; thence North along the said section line to a point being on the centerline of County Road 161 also known as Quincy - Dogtown Highway; thence Southwesterly along said centerline to a point being on the northern boundary of the southeast quarter of Section 4, Township 2 North, Range 3 West; thence Westerly along said northern boundary also being along the northern boundary of a subdivision

EXHIBIT A-1

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known as Hudson Hills, to a point being the northwest property corner of that parcel of property described in Official Records Book 206, Page 261 of the Public Records of Gadsden County, Florida; thence Southwesterly along the western property line of said parcel to a point being the northeast property corner of that parcel of property described in Official Record Book 202, Page 696 of the Public Records of Gadsden, County, Florida; thence Westerly along the northern property line of said parcel and a prolongation of said property line to a point being on the centerline of a road known as Ball Farm Road; thence Southeasterly along said centerline to a point being a prolongation of the northwestern property line of that parcel of property described in Official Records Book 289, Page 522 of the Public Records of Gadsden County, Florida; thence Southwesterly along said northwestern property line to a point being the northwest property corner of said parcel; thence Southeasterly, along the southwestern property line of said parcel to a point being the northeast property corner of a parcel of property described in Official Records Book 407 Page 1117 of the Public Records of Gadsden County, Florida; thence Southwesterly along the northwestern property line of said parcel to the eastern property line of that parcel of property described in Deed Book 120, Page 263 of the Public Records of Gadsden County; thence Northwesterly along the eastern property line of said parcel to the northeast corner of said parcel; thence southwesterly along the southern property line of that parcel of property described in Official Records Book 381 Page 1865 in the Public Records of Gadsden County Florida to a point being the southwest property corner of said parcel; thence Northwesterly and Northerly along the western property line of said parcel to a point being the northeast property corner of that parcel of property described in Official Record Book 279, Page 327 of the Public Records of Gadsden County, Florida; thence West along the northern property line of said parcel to the eastern boundary of Section 5, Township 2 North, Range 3 west; thence North along said eastern boundary to a point being the northeast property corner of that parcel of property described in Official Record Book 351, Page 1373 of the Public Records of Gadsden County Florida also known as the Quincy-Gadsden Airport Authority; thence Westerly along the northern property line of the Quincy-Gadsden Airport Authority to a point being the eastern boundary of the northwest quarter of Section 5, Township 2

North, Range 3 West; thence North along said boundary to a point being the northeast corner of the southwest quarter of Section 32, Township 3 North, Range 3 West; thence West along the northern boundary of the southwest quarter of said Section 32 to a point being the northeast corner of the southeast quarter of Section 31, Township 3 North, Range 3 West; thence continue West along the northern boundary of the southeast quarter of said Section 31 to a point being the centerline of County Road 65A also known as the Attapulcus Highway; thence Northerly along said centerline to a point being the intersection of the centerlines of County Road 65A and County Road 270-A; thence Southwesterly along the centerline of County Road 270-A to a point being the intersection of the centerlines of County Road 270-A and County Road 267; thence Southeasterly along the centerline of County Road 267, to a point being the northern boundary of Section 1, Township 2 North, Range 4 West; thence Westerly along the northern boundary of said Section 1 and the northern boundary of Section 2, Township 2 North, Range 4 West to a point being the northwest property corner of that parcel of property described in Official Records Book 105, Page 170 of the Public Records of Gadsden County, Florida; thence Southeasterly and Southwesterly along the northwestern property line of said parcel and a prolongation of said property line of said parcel to a point being on the centerline of CR 268; thence Northwesterly along said centerline to a point being the prolongation of the northwestern property line of that parcel of property described in Official Records Book 335 Page 448 of the Public Records of Gadsden County, Florida; thence Southwesterly along said property line to a point being the northwest property corner of said parcel; thence Southeasterly to the southwest property corner of said parcel; thence Southwesterly along the southern property line of that parcel of property described in Official Records Book 271, Page 617 to a point being the eastern boundary of the west-half of the west-half of Section 2, Township 2 North, Range 4 West; thence South, along said eastern boundary and continue south along the eastern boundary of the west-half of the west-half of Section 11, Township 2 North, Range 4 West to a point being on the centerline of an existing CSX Transportation Railroad; thence Westerly along said centerline to a point being the western boundary of Section 11, Township 2 North, Range 4

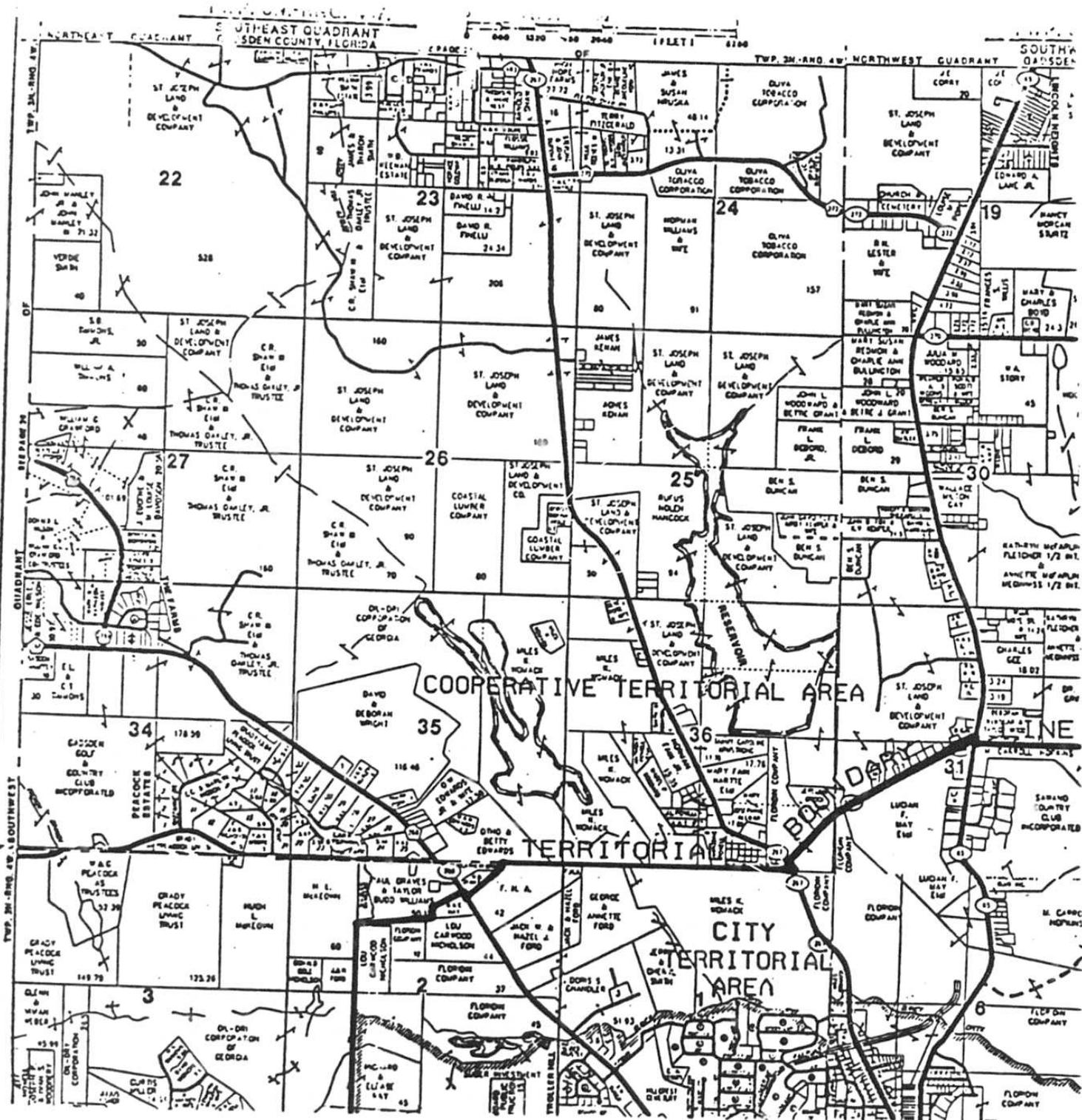
West; thence South, along said western boundary and continue south along the western boundary of Section 14, Township 2 North, Range 4 West to a point being the southwest corner of the northwest quarter of the northwest quarter of the northwest quarter of Section 14, Township 2 North, Range 4 West; thence East to a point being on the western boundary of the east-half of the northwest quarter of Section 14, Township 2 North, Range 4 West; thence South, along said western boundary to a point being on the northern boundary of the southwest quarter of Section 14; Township 2 North, Range 4 West; thence East, along said northern boundary to a point being the northeast corner of the southwest quarter of said Section 14; thence South, along the eastern boundary of the southwest quarter of said Section 14; thence continue South along the eastern boundary of the west-half of Section 23, Township 2 North, Range 4 West and along the eastern boundary of the west-half of Section 26, Township 2 North, Range 4 West to a point being on the northern right-of-way boundary of Interstate 10; thence Southeast, along said right-of-way boundary to a point being on the northern boundary of the south-half of Section 26, Township 2 North, Range 4 West; thence East along said northern boundary to a point being on the centerline of State Road 267; thence south along said centerline to a point being the prolongation of the southern property line of that parcel of property described in Official Records Book 61, Page 261 in the Public Records of Gadsden County, Florida; thence East along said property line to the southeast property corner of said parcel; thence North along the eastern property line of said parcel to the northeast property corner of said parcel; thence East along the northern boundary of the southwest quarter of Section 25, Township 2 North, Range 4 West to a point being on the western property line of that parcel of property described in Official Record Book 131, Page 164 of the Public Records of Gadsden County, Florida; thence South, along said western property line to a point being on the northern right-of-way boundary of Interstate 10; thence Southeasterly along said right-of-way boundary to a point being on the eastern boundary of Section 31, Township 2 North, Range 3 West; thence North along said boundary to a point being on the northwest corner of Section 32, Township 2 North, Range 7 West;

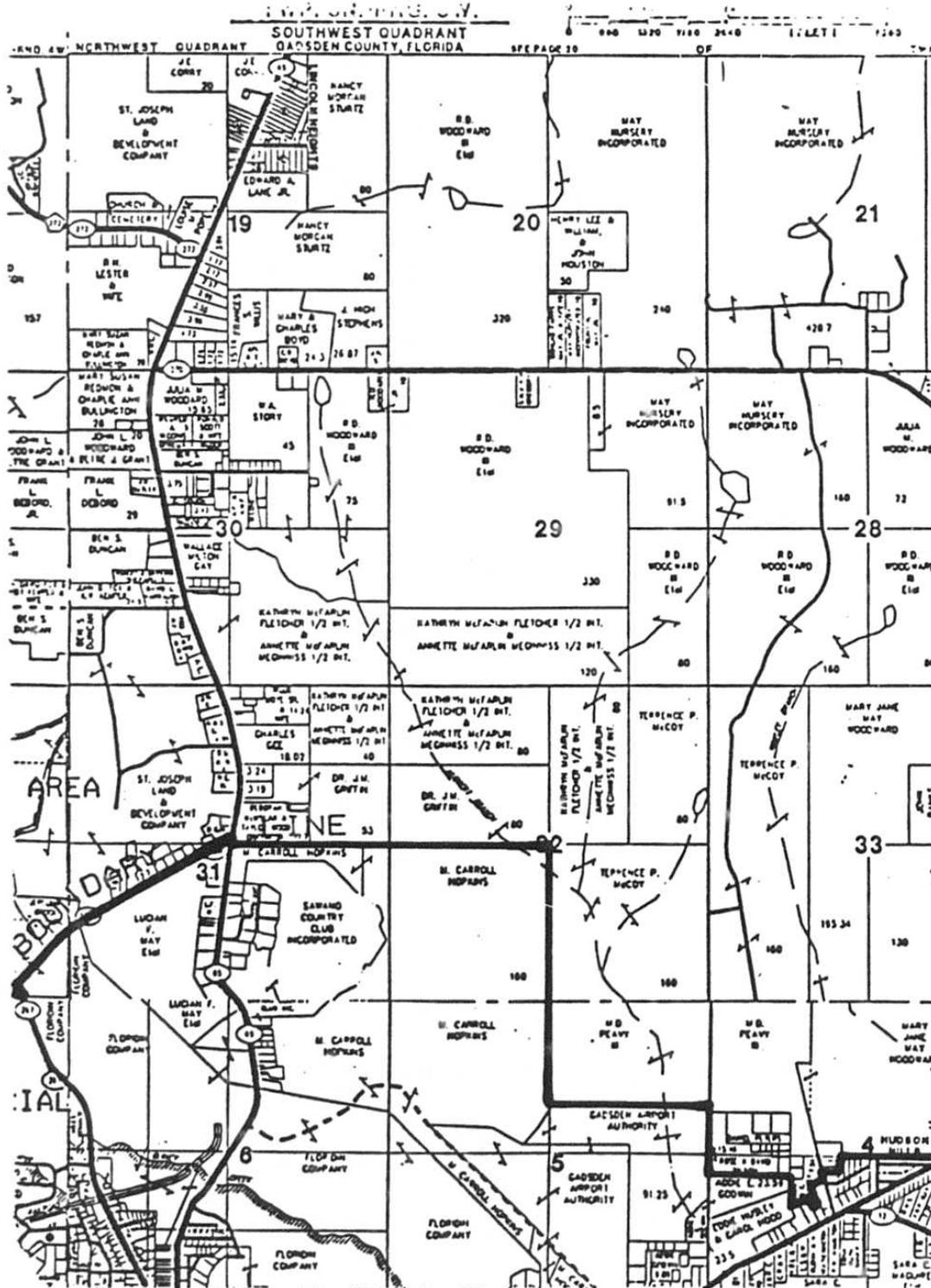
thence East along the northern boundary of Section 32 to a point being the southeast property corner of that parcel of property described in Official Record Book 98, Page 552 of the Public Records of Gadsden County, Florida; thence North, along the eastern property line of said parcel; thence Northeast along said property line and a prolongation of said property line to a point being on the centerline of County Road 268; thence Southeast, along said centerline to an intersection with the centerline of Moore Road; said intersection also being the point of beginning. References to roads, railroads, creeks, and rivers in the above description are as such exist on the effective date of this Agreement.

B:COB-TECI

EXHIBIT A-1

*W. J. R. H.*





FLORIDA  
SOUTHEAST QUADRANT  
GADSDEN COUNTY, FLORIDA

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SCALE

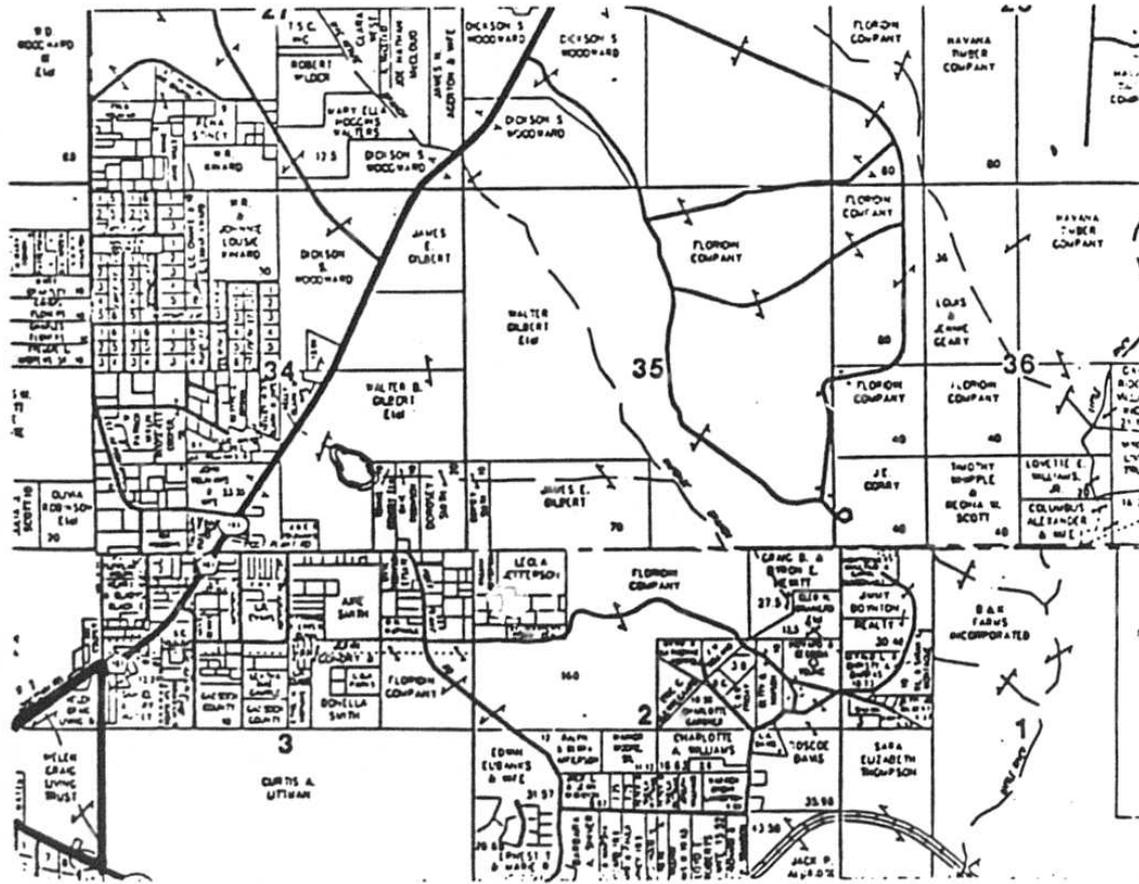
# TALQUIN ELECTRIC COOPERATIVE INC AND CITY OF QUINCY, FLORIDA

## EXHIBIT A-1

TERRITORIAL BOUNDARY LINE

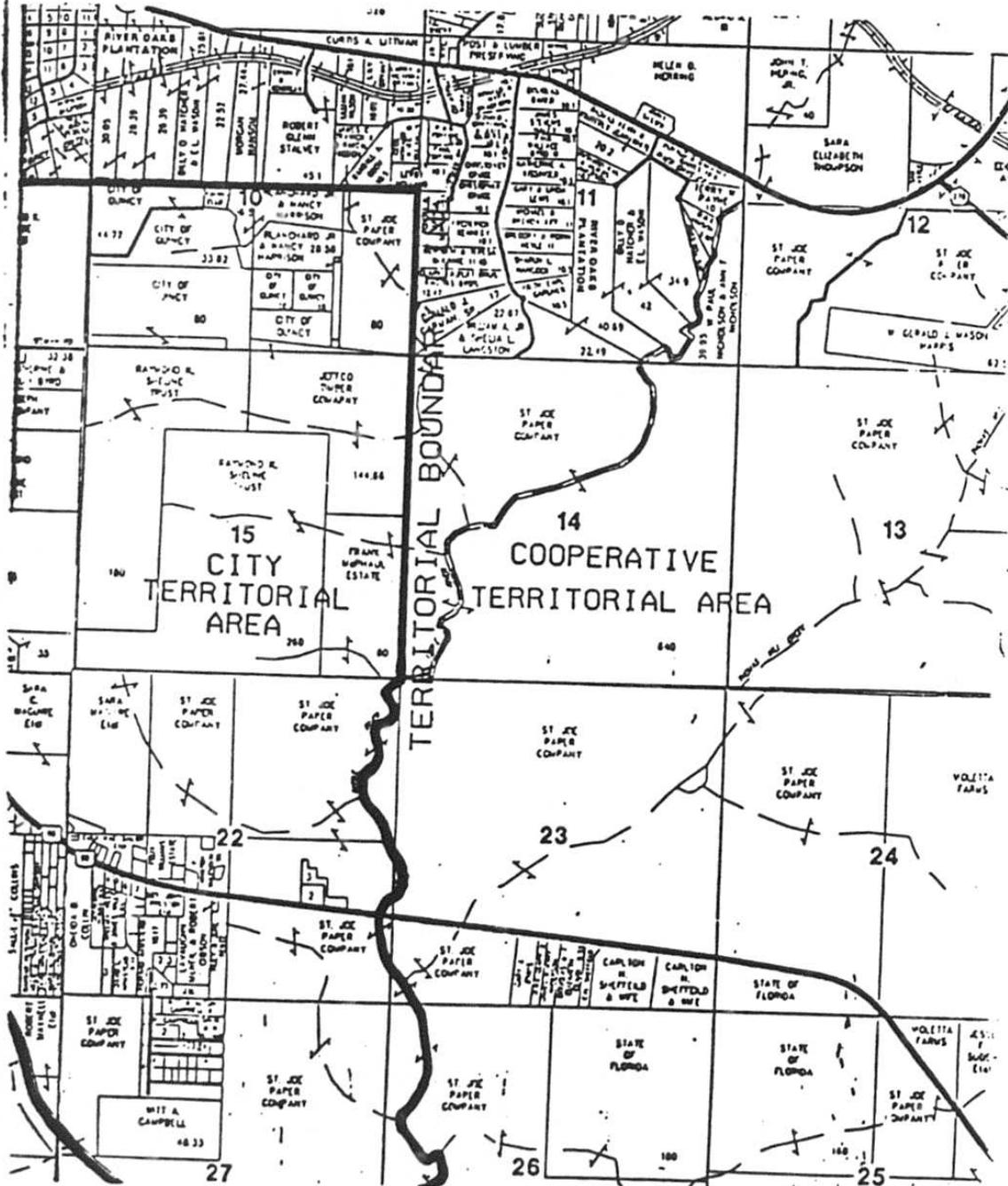
<u>Kenneth A. Cover</u>	CITY MANAGER	DATE: <u>3/23/95</u>
<u>Edna E. Langli</u>	GENERAL MANAGER	DATE: <u>3-23-95</u>

CITY OF QUINCY  
TALQUIN ELECTRIC COOPERATIVE INC.













Attachment A

